

#4656

October 13, 2016

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PUBLIC UTILITIES COMMISSION

Via Overnight Mail

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Blvd
Warwick, RI 02888

RE: Application for Certification of Eligibility of Renewable Energy Resource
for the Rhode Island Renewable Energy Standard

Dear Ms. Massaro:

Enclosed please find an original and three (3) copies of the Renewable Energy Resources Eligibility Form for the Rhode Island Renewable Energy Standard for Marsh Hill Energy LLC in addition to the redacted bilateral contracts for 2016, evidence of RPS Class I qualification in Massachusetts, and a public wind facility permit from the town of Jasper verifying that the facility qualifies as a New Renewable Energy Resource. An electronic version of all documents has also been filed.

If you have any questions or require further information, please do not hesitate to contact me at (312) 582-1489

Respectfully Submitted,


Patrick York

Enclosures

#4656

RIPUC Use Only	
Date Application Received:	___/___/___
Date Review Completed:	___/___/___
Date Commission Action:	___/___/___
Date Commission Approved:	___/___/___

GIS Certification #: _____

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

The Standard Application Form
Required of all Applicants for Certification of Eligibility of Renewable Energy Resource
(Version 8 – December 5, 2012)

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION
Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

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PUBLIC UTILITIES COMMISSION

<p>NOTICE: When completing this Renewable Energy Resources Eligibility Form and any applicable Appendices, please refer to the State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations, Effective Date: January 1, 2006), and the associated RES Certification Filing Methodology Guide. All applicable regulations, procedures and guidelines are available on the Commission's web site: www.ripuc.org/utilityinfo/res.html. Also, all filings must be in conformance with the Commission's Rules of Practice and Procedure, in particular, Rule 1.5, or its successor regulation, entitled "Formal Requirements as to Filings."</p> <ul style="list-style-type: none">• Please complete the Renewable Energy Resources Eligibility Form and Appendices using a typewriter or black ink.• Please submit one original and three copies of the completed Application Form, applicable Appendices and all supporting documentation to the Commission at the following address: Rhode Island Public Utilities Commission Attn: Luly E. Massaro, Commission Clerk 89 Jefferson Blvd Warwick, RI 02888 <p>In addition to the paper copies, electronic/email submittals are required under Commission regulations. Such electronic submittals should be sent to RES@puc.ri.gov.</p> <ul style="list-style-type: none">• In addition to filing with the Commission, Applicants are required to send, electronically or electronically and in paper format, a copy of the completed Application including all attachments and supporting documentation, to the Division of Public Utilities and Carriers and to all interested parties. A list of interested parties can be obtained from the Commission's website at www.ripuc.org/utilityinfo/res.html.• Keep a copy of the completed Application for your records.• The Commission will notify the Authorized Representative if the Application is incomplete.• Pursuant to Section 6.0 of the RES Regulations, the Commission shall provide a thirty (30) day period for public comment following posting of any administratively complete Application.• Please note that all information submitted on or attached to the Application is considered to be a public record unless the Commission agrees to deem some portion of the application confidential after consideration under section 1.2(g) of the Commission's Rules of Practice and Procedure.• In accordance with Section 6.2 of the RES Regulations, the Commission will provide prospective reviews for Applicants seeking a preliminary determination as to whether a facility would be eligible prior to the formal certification process described in Section 6.1 of the RES Regulations. Please note that space is provided on the Form for applicant to designate the type of review being requested.• Questions related to this Renewable Energy Resources Eligibility Form should be submitted in writing, preferably via email and directed to: Luly E. Massaro, Commission Clerk at RES@puc.ri.gov.

SECTION I: Identification Information

- 1.1 Name of Generation Unit (sufficient for full and unique identification):
Marsh Hill Wind Farm
- 1.2 Type of Certification being requested (check one):
☒ Standard Certification ☐ Prospective Certification (Declaratory Judgment)
- 1.3 This Application includes: (Check all that apply)¹
- ☐ APPENDIX A: Authorized Representative Certification for Individual Owner or Operator
- ☒ APPENDIX B: Authorized Representative Certification for Non-Corporate Entities Other Than Individuals
- ☐ APPENDIX C: Existing Renewable Energy Resources
- ☐ APPENDIX D: Special Provisions for Aggregators of Customer-sited or Off-grid Generation Facilities
- ☒ APPENDIX E: Special Provisions for a Generation Unit Located in a Control Area Adjacent to NEPOOL
- ☐ APPENDIX F: Fuel Source Plan for Eligible Biomass Fuels
- 1.4 Primary Contact Person name and title: Patrick York, Trading Analyst
- 1.5 Primary Contact Person address and contact information:
Address: One South Wacker Dr, Suite 1800, Chicago, IL, 60606
Phone: 312-582-1489 Fax: 312-224-1444
Email: recs@invenenergyllc.com
- 1.6 Backup Contact Person name and title: Seyi Adeyemi, Power Trader
- 1.7 Backup Contact Person address and contact information:
Address: One South Wacker Dr, Suite 1800, Chicago, IL, 60606
Phone: 312-582-1745 Fax: 312-224-1444
Email: sadeyemi@invenenergyllc.com
- 1.8 Name and Title of Authorized Representative (*i.e.*, the individual responsible for certifying the accuracy of all information contained in this form and associated appendices, and whose signature will appear on the application): Alex George, Senior Vice President of Operations, COO of Business Operating Group

¹ Please note that all Applicants are required to complete the Renewable Energy Resources Eligibility Standard Application Form and all of the Appendices that apply to the Generation Unit or Owner or Operator that is the subject of this Form. Please omit Appendices that do not apply.

Appendix A or B (as appropriate) completed and attached? ☒ Yes ☐ No ☐ N/A

1.9 Authorized Representative address and contact information:

Address: One South Wacker Dr, Suite 1800, Chicago, IL 60606

Phone: 312-582-1415 Fax: 312-224-1444

Email: ageorge@invenergyllc.com

1.10 Owner name and title: Stony Creek Energy LLC

1.11 Owner address and contact information:

Address: One South Wacker Dr, Suite 1800, Chicago, IL, 60606

Phone: 312-224-1400 Fax: 312-224-1444

Email: info@invenergyllc.com

1.12 Owner business organization type (check one):

☐ Individual

☐ Partnership

☐ Corporation

☒ Other: Limited Liability Company _____

1.13 Operator name and title: Invenergy Services LLC

1.14 Operator address and contact information:

Address: One South Wacker Dr, Suite 1800, Chicago, IL, 60606

Phone: 312-224-1400 Fax: 312-224-1444

Email: bpurtell@invenergyllc.com

1.15 Operator business organization type (check one):

☐ Individual

☐ Partnership

☐ Corporation

☒ Other: Limited Liability Company _____

SECTION II: Generation Unit Information, Fuels, Energy Resources and Technologies

- 2.1 ISO-NE Generation Unit Asset Identification Number or NEPOOL GIS Identification Number (either or both as applicable): IMP47317
- 2.2 Generation Unit Nameplate Capacity: 16.4 MW
- 2.3 Maximum Demonstrated Capacity: 16.4 MW
- 2.4 Please indicate which of the following Eligible Renewable Energy Resources are used by the Generation Unit: (Check ALL that apply) – *per RES Regulations Section 5.0*

☐ Direct solar radiation

X The wind

☐ Movement of or the latent heat of the ocean

☐ The heat of the earth

☐ Small hydro facilities

☐ Biomass facilities using Eligible Biomass Fuels and maintaining compliance with all aspects of current air permits; Eligible Biomass Fuels may be co-fired with fossil fuels, provided that only the renewable energy fraction of production from multi-fuel facilities shall be considered eligible.

☐ Biomass facilities using unlisted biomass fuel

☐ Biomass facilities, multi-fueled or using fossil fuel co-firing

☐ Fuel cells using a renewable resource referenced in this section
- 2.5 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility’s aggregate capacity does not exceed 30 MW. – *per RES Regulations Section 3.32*

☐ ← check this box to certify that the above statement is true

☐ N/A or other (please explain) _____
- 2.6 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility does not involve any new impoundment or diversion of water with an average salinity of twenty (20) parts per thousand or less. – *per RES Regulations Section 3.32*

☐ ← check this box to certify that the above statement is true

☐ N/A or other (please explain) _____
- 2.7 If you checked one of the Biomass facilities boxes in Section 2.4 above, please respond to the following:

A. Please specify the fuel or fuels used or to be used in the Unit: _____

B. Please complete and attach Appendix F, Eligible Biomass Fuel Source Plan.

Appendix F completed and attached?☐ Yes ☐ No ☐ N/A

- 2.8
- Has the Generation Unit been certified as a Renewable Energy Resource for eligibility in another state’s renewable portfolio standard?
- X Yes

☐ No

If yes, please attach a copy of that state’s certifying order.
- Copy of State’s certifying order attached?

X Yes

☐ No

☐ N/A

SECTION III: Commercial Operation Date

Please provide documentation to support all claims and responses to the following questions:

- 3.1
- Date Generation Unit first entered Commercial Operation: 11 /21 / 2014 at the site.
- If the commercial operation date is after December 31, 1997, please provide independent verification, such as the utility log or metering data, showing that the meter first spun after December 31, 1997. This is needed in order to verify that the facility qualifies as a New Renewable Energy Resource.

Documentation attached?

X Yes

☐ No

☐ N/A
- 3.2
- Is there an Existing Renewable Energy Resource located at the site of Generation Unit?
- ☐ Yes

X No
- 3.3
- If the date entered in response to question 3.1 is earlier than December 31, 1997 or if you checked “Yes” in response to question 3.2 above, please complete Appendix C.
- Appendix C completed and attached?

☐ Yes

☐ No

X N/A
- 3.4
- Was all or any part of the Generation Unit used on or before December 31, 1997 to generate electricity at any other site?
- ☐ Yes

X No
- 3.5
- If you checked “Yes” to question 3.4 above, please specify the power production equipment used and the address where such power production equipment produced electricity (attach more detail if the space provided is not sufficient):
-

SECTION IV: Metering

- 4.1
- Please indicate how the Generation Unit’s electrical energy output is verified (check all that apply):
- ☐ ISO-NE Market Settlement System

X Self-reported to the NEPOOL GIS Administrator

☐ Other (please specify below and see Appendix D: Eligibility for Aggregations):

Appendix D completed and attached? ☐ Yes ☐ No ☒ N/A

SECTION V: Location

5.1 Please check one of the following that apply to the Generation Unit:

- ☒ Grid Connected Generation
- ☐ Off-Grid Generation (not connected to a utility transmission or distribution system)
- ☐ Customer Sited Generation (interconnected on the end-use customer side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer)

5.2 Generation Unit address: 3391 Jackson Hill Road Jasper, NY 14855

5.3 Please provide the Generation Unit’s geographic location information:

- A. Universal Transverse Mercator Coordinates: UTM18 (NAD83): X: 292807.03, Y: 4672463.01
- B. Longitude/Latitude: 42.17689027° N, 77.50867793° W

5.4 The Generation Unit located: (please check the appropriate box)

- ☐ In the NEPOOL control area
- ☒ In a control area adjacent to the NEPOOL control area
- ☐ In a control area other than NEPOOL which is not adjacent to the NEPOOL control area *← If you checked this box, then the generator does not qualify for the RI RES – therefore, please do not complete/submit this form.*

5.5 If you checked “In a control area adjacent to the NEPOOL control area” in Section 5.4 above, please complete Appendix E.

Appendix E completed and attached? ☒ Yes ☐ No ☐ N/A

SECTION VI: Certification

6.1 Please attach documentation, using one of the applicable forms below, demonstrating the authority of the Authorized Representative indicated in Section 1.8 to certify and submit this Application.

Corporations

If the Owner or Operator is a corporation, the Authorized Representative shall provide either:

- (a) Evidence of a board of directors vote granting authority to the Authorized Representative to execute the Renewable Energy Resources Eligibility Form, or
- (b) A certification from the Corporate Clerk or Secretary of the Corporation that the Authorized Representative is authorized to execute the Renewable Energy Resources Eligibility Form or is otherwise authorized to legally bind the corporation in like matters.

Evidence of Board Vote provided? ☐ Yes ☐ No ☒ N/A

Corporate Certification provided? ☐ Yes ☐ No ☒ N/A

Individuals

If the Owner or Operator is an individual, that individual shall complete and attach APPENDIX A, or a similar form of certification from the Owner or Operator, duly notarized, that certifies that the Authorized Representative has authority to execute the Renewable Energy Resources Eligibility Form.

Appendix A completed and attached? ☐ Yes ☐ No ☒ N/A

Non-Corporate Entities

(Proprietorships, Partnerships, Cooperatives, etc.) If the Owner or Operator is not an individual or a corporation, it shall complete and attach APPENDIX B or execute a resolution indicating that the Authorized Representative named in Section 1.8 has authority to execute the Renewable Energy Resources Eligibility Form or to otherwise legally bind the non-corporate entity in like matters.

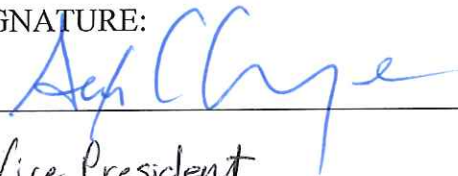
Appendix B completed and attached? ☒ Yes ☐ No ☐ N/A

6.2 Authorized Representative Certification and Signature:

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all information submitted on this Renewable Energy Resources Eligibility Form. The Renewable Energy Resources Eligibility Form includes the Standard Application Form and all required Appendices and attachments. I acknowledge that the Generation Unit is obligated to and will notify the Commission promptly in the event of a change in a generator's eligibility status (including, without limitation, the status of the air permits) and that when and if, in the Commission's opinion, after due consideration, there is a material change in the characteristics of a Generation Unit or its fuel stream that could alter its eligibility, such Generation Unit must be re-certified in accordance with Section 9.0 of the RES Regulations. I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Regulations and the Commission in its certification order. I understand that the Generation Unit will be immediately de-certified if it fails to file such reports.

Signature of Authorized Representative:

SIGNATURE:



DATE:

10-13-2016

Vice President

(Title)

GIS Certification #:

APPENDIX A
(Required When Owner or Operator is An Individual)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

I, _____, as Owner or Operator of the Generation Unit
named in Section 1.1 of the attached Renewable Energy Resources Eligibility Form, under the
pains and penalties of perjury, hereby certify that _____,
named in Section 1.8 of the attached Application, is authorized to execute this Renewable
Energy Resource Eligibility Form.

SIGNATURE:

DATE:

(Title)

State: _____

County: _____

(TO BE COMPLETED BY NOTARY) I, _____ as a
notary public, certify that I witnessed the signature of the above named _____,
and said individual verified his/her identity to me on this date: _____.

SIGNATURE:

My commission expires on: _____

NOTARY SEAL:

GIS Certification #:

APPENDIX B
(Required When Owner or Operator is a Non-Corporate Entity
Other Than An Individual)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM
Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

RESOLUTION OF AUTHORIZATION

Resolved: that Alex George, named in
Section 1.8 of the Renewable Energy Resources Eligibility Form as Authorized Representative,
is authorized to execute the Application on the behalf of Marsh Hill Energy LLC, the Owner
or Operator of the Generation Unit named in section 1.1 of the Application.

SIGNATURE:

DATE:

Alex George

10-13-2016

State: IL

County: Cook

(TO BE COMPLETED BY NOTARY) I, Diane M Casey as a
notary public, certify that I witnessed the signature of the above named Alex C. George
and that said person stated that he/she is authorized to execute this resolution, and the individual
verified his/her identity to me, on this date: 10-13-2016.

SIGNATURE:

DATE:

Diane M Casey

10-13-16

My commission expires on: 2/26/19

NOTARY SEAL:



GIS Certification #:

**APPENDIX C
(Revised 6/11/10)**

**(Required of all Applicants with Generation Units at the Site of Existing
Renewable Energy Resources)**

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION**

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

**Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island**

If the Generation Unit: (1) first entered into commercial operation before December 31, 1997; or
(2) is located at the exact site of an Existing Renewable Energy Resource, please complete the
following and attach documentation, as necessary to support all responses:

- C.1 Is the Generating Unit seeking certification, either in whole or in part, as a New
Renewable Energy Resource? ☐ Yes ☐ No
- C.2 If you answered "Yes" to question C.1, please complete the remainder of Appendix C. If
you answered "No" and are seeking certification entirely as an Existing Renewable
Energy Resource, you do NOT need to complete the remainder of Appendix C.
- C.3 If an Existing Renewable Energy Resource is/was located at the site, has such Existing
Renewable Energy Resource been retired and replaced with the new Generation Unit at
the same site? ☐ Yes ☐ No
- C.4 Is the Generation Unit a Repowered Generation Unit (as defined in Section 3.29 of the
RES Regulations) which uses Eligible Renewable Energy Resources and which first
entered commercial operation after December 31, 1997 at the site of an existing
Generation Unit? ☐ Yes ☐ No
- C.5 If you checked "Yes" to question C.4 above, please provide documentation to support
that the entire output of the Repowered Generation Unit first entered commercial
operation after December 31, 1997.
- C.6 Is the Generation Unit a multi-fuel facility in which an Eligible Biomass Fuel is first co-
fired with fossil fuels after December 31, 1997? ☐ Yes ☐ No

- C.7 If you checked “Yes” to question C.6 above, please provide documentation to support that the renewable energy fraction of the energy output first occurred after December 31, 1997.
- C.8 Is the Generation Unit an Existing Renewable Energy Resource other than an Intermittent Resource (as defined in Sections 3.10 and 3.15 of the RES Regulations)? ☐ Yes ☐ No
- C.9 If you checked “Yes” to question C.8 above, please attach evidence of completed capital investments after December 31, 1997 attributable to efficiency improvements or additions of capacity that are sufficient to, were intended to, and can be demonstrated to increase annual electricity output in excess of ten percent (10%). As specified in Section 3.23.v of the RES Regulations, the determination of incremental production shall not be based on any operational changes at such facility **not directly** associated with the efficiency improvements or additions of capacity.

Please provide the single proposed percentage of production to be deemed incremental, attributable to the efficiency improvements or additions of capacity placed in service after December 31, 1997. Please make this calculation by comparing actual electrical output over the three calendar years 1995-1997 (the “Historical Generation Baseline”) with the actual output following the improvements. The incremental production above the Historical Generation Baseline will be considered “New” generation for the purposes of RES. Please give the percentage of the facility’s total output that qualifies as such to be considered “New” generation.

- C.10 Is the Generating Unit an Existing Renewable Energy Resource that is an Intermittent Resource? ☐ Yes ☐ No
- C.11 If you checked “Yes” to question C.10 above, please attach evidence of completed capital investments after December 31, 1997 attributable to efficiency improvements or additions of capacity that are sufficient to, were intended to, and have demonstrated on a normalized basis to increase annual electricity output in excess of ten percent (10%). The determination of incremental production shall not be based on any operational changes at such facility **not directly** associated with the efficiency improvements or additions of capacity. In no event shall any production that would have existed during the Historical Generation Baseline period in the absence of the efficiency improvements or additions to capacity be considered incremental production. Please refer to Section 3.23.vi of the RES Regulations for further guidance.
- C.12 If you checked “Yes” to C.10, provide the single proposed percentage of production to be deemed incremental, attributable to the efficiency improvements or additions of capacity placed in service after December 31, 1997. The incremental production above the Historical Generation Baseline will be considered “New” generation for the purposes of RES. Please make this calculation by comparing actual monthly electrical output over the three calendar years 1995-1997 (the “Historical Generation Baseline”) with the actual output following the improvements on a normalized basis. Please provide back-up

information sufficient for the Commission to make a determination of this incremental production percentage.

For example, for small hydro facilities, please use historical river flow data to create a monthly normalized comparison (e.g. average MWh produced per cubic foot/second of river flow for each month) between actual output values post-improvements with the Historical Generation Baseline. For solar and wind facilities, please use historical solar irradiation, wind flow, or other applicable data to normalize the facility's current production against the Historical Generation Baseline.

C.13 If you checked "no" to both C.3 and C.4 above, please complete the following:

- a. Was the Existing Renewable Energy Resource located at the exact site at any time during calendar years 1995 through 1997? ☐ Yes ☐ No
- b. If you checked "yes" in Subsection (a) above, please provide the Generation Unit Asset Identification Number and the average annual electrical production (MWhs) for the three calendar years 1995 through 1997, or for the first 36 months after the Commercial Operation Date if that date is after December 31, 1994, for each such Generation Unit.
- c. Please attach a copy of the derivation of the average provided in (b) above, along with documentation support (such as ISO reports) for the information provided in Subsection (b) above. Data must be consistent with quantities used for ISO Market Settlement System.

APPENDIX D
(Revised 6/11/10)
(Required of Applicants Seeking Eligibility for Customer-Sited and/or Off-Grid Generation Facilities and Associated Aggregations)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

Customer-sited and Off-grid Generation Facilities located in Rhode Island may be certified as an eligible resource if their NEPOOL GIS Certificates are created by way of an aggregation of Generation Units using the same generation technology, and so long as the aggregation is certified by the Commission. Please complete the following and attach documentation, as necessary to support all responses:

- D.1 Please identify the location(s) in Rhode Island of each Generation Unit that is interconnected on the End-use Customer's side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the End-use Customer, or not connected to a utility transmission or distribution system.

- D.2 Please attach proposed procedures under which the aggregate Generation Units will operate ("Aggregation Agreement"). In accordance with Section 6.8.(iii) of the RES Regulations, the proposed Aggregation Agreement shall contain the following information:

- (a) Name and contact information of the Aggregator Owner, to which these regulations and stipulations of certification shall apply, and who shall be the initial owner of any NEPOOL GIS Certifications so certified;
- (b) Name, contact information, and qualifications of the Verifier. Qualifications shall include any information the applicant believes will assist the Commission in determining that the Verifier will accurately and efficiently carry out its duties. After receipt of the application, the Commission may require additional evidence of qualifications;

- (c) A declaration of any and all business or financial relations between Aggregator Owner and Verifier, which the Commission will use to evaluate the independence of the Verifier.²

(c.1) The Aggregation Agreement shall include a statement indicating under what circumstances the Verifier would not be considered sufficiently independent of the individual Generation Unit, and that Generation Units not meeting this independence test would not be allowed to participate in the aggregation;

- (d) Type of technology that will be included in the aggregation, and statement that the aggregation will include only individual Generation Units that meet all the requirements of these regulations, for example physical location, vintage, etc. (All generators within the aggregation must be of the same technology and fuel type);
- (e) Proposed operating procedures for the aggregation, by which the Aggregation Owner shall ensure that individual Generation Units in the aggregation comply with all eligibility requirements and that the NEPOOL GIS Certificates created accurately represent generation;³
- (f) Description of how the Verifier will be compensated for its services by the aggregator. In no instances will an aggregation be certified in which the Verifier is compensated in a manner linked to the number of NEPOOL GIS Certificates created by the aggregation; and
- (g) Confirmation and a description of how, no less frequently than quarterly, the Verifier will directly enter into the NEPOOL GIS the quantity of energy production in the applicable time period from each Generation Unit in the aggregation. The entry of generation data by the Verifier must be through an interface designated for this purpose by the NEPOOL GIS and in accordance with NEPOOL GIS Operating Rules applicable to Third-Party Meter Readers, and to which the Aggregation Owner shall not have access⁴.

D.3 Applicant must acknowledge that:

² Reasons for ruling that a Verifier is not sufficiently independent include, but are not limited to: i) If one entity owns, directly or indirectly, or if a natural person so owns, 10% or more of the voting stock or other equity interest in the other entity; ii) If 10% or more of the voting stock or other equity interests in both entities are owned, directly or indirectly, by the same entity or a natural person; or iii) If one entity is a natural person, and such entity or a member of such entity's immediate family is an officer, director, partner, employee or representative of the other entity.

³ At a minimum, these procedures will: i) require a determination by the Aggregation Owner that the Generation Unit is in compliance with these Renewable Energy Standard regulations and the Aggregation Agreement as approved by the Commission, and an independent determination by the Verifier that the Generation Unit exists; ii) require a meter reading procedure that allows the Verifier to read meters on the Generation Units; meter readings may be manual or remote and via the aggregators own system or via an independent system, but in all cases shall comply with NEPOOL GIS Operating Rules regarding metering; iii) require confirmation that Verifier will be entering the quantity of energy production in to the NEPOOL GIS system as described in paragraph (g) for NEPOOL GIS to create NEPOOL GIS Certificates; and OL GIS Certificates; and ; iv) include a procedure for the Verifier to report to the Commission on the results of their verification process.

⁴ Such generation data shall not include any generation data from previous time periods, except as provided for in this section. Output of less than one MWh by any single Generation Unit within the aggregation may be applied to the entire aggregation's generation, and generation of the aggregation less than one full MWh may be applied to the subsequent quarter in accordance with NEPOOL GIS Operating Rules.

(a) any changes to or deviations from the Aggregation Agreement will be considered a change in generator status, and will require recertification by the Commission;

☐ ← please check this box to acknowledge this requirement

☐ N/A or other (please explain) _____

(b) the Commission will be promptly notified of any changes to or deviations from the Aggregation Agreement; and

☐ ← please check this box to acknowledge this requirement

☐ N/A or other (please explain) _____

(c) in the event that notice of such changes or deviations is not promptly given, all Generation Units in the aggregation may be de-certified.

☐ ← please check this box to acknowledge this requirement

☐ N/A or other (please explain) _____

D.4 Applicant must certify that:

If the Generation Unit (or aggregation of generation units) is a Customer-sited or Off-grid Generation Resource, as defined in Section 39-26-2.4 of the General Laws of Rhode Island and Section 3.26 of the RES Regulations, respectively, the associated Generation Attributes have not otherwise been, nor will be sold, retired, claimed or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Rhode Island.

☐ ← please check this box to certify that this statement is true

☐ N/A or other (please explain) _____

GIS Certification #:

APPENDIX E
(Revised 6/11/10)

(Required of all Applicants Located in a Control Area Adjacent to NEPOOL)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

Please complete the following and attach documentation, as necessary to support all responses:

E.1 Please indicate in which Control Area adjacent to NEPOOL the Generation Unit is located:

- ☒ New York
☐ Hydro Quebec
☐ Maritimes (including Northern Maine Independent System Administrator)

E.2 Applicant must provide to the Commission by July 1st of each year assurances that the Generation Unit's New Renewable Energy Resources used for compliance with the Rhode Island's Renewable Energy Act during the previous Compliance Year have not otherwise been, nor will be, sold, retired, claimed or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Rhode Island. Such assurances may consist of a report from a neighboring Generation Attribute accounting system or an affidavit from the Generation Unit.

X ← please check this box to acknowledge this requirement

☐ N/A or other (please explain) _____

E.3 Applicant must acknowledge and provide evidence to support that, in accordance with Section 5.1.(ii) of the RES Regulations, the Generation Attributes associated with the Generation Unit shall be applied to the Rhode Island Renewable Energy Standard only to the extent of the energy produced by the Generation Unit that is or will be actually delivered into NEPOOL for consumption by New England customers. Verification of the delivery of such energy from the Generation Unit into NEPOOL will be performed in accordance with subparagraphs (a), (b) and (c) of RES Regulations Section 5.1.(ii)

X ← please check this box to acknowledge this requirement.

(a) Under subparagraph 5.1.(ii)(a), Applicant must verify that the energy produced by the Generation Unit is actually delivered into NEPOOL via “a unit-specific bilateral contract for the sale and delivery of such energy into NEPOOL”.

X ← please check this box to acknowledge the requirement for Applicant to provide ongoing evidence of one or more unit-specific bilateral contract(s) for all energy delivery into NEPOOL for which Applicant seeks RI RES certification, prior to creation of certificates in each quarter, and:

- i. Please describe the type of evidence to be provided to the GIS Administrator to demonstrate the existence of such unit-specific bilateral contract(s) for the sale and delivery of such energy into NEPOOL, including duration, quantity and counter-party in NEPOOL:

full agreement provided

(attach more detail if the space provided is not sufficient)

☐ N/A or other (please explain):

GIS Certification #:

APPENDIX F
(Revised 6/11/10)
Eligible Biomass Fuel Source Plan
(Required of all Applicants Proposing to Use An Eligible Biomass Fuel)

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION
Part of Application for Certificate of Eligibility
RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM
Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

Note to Applicants: Please refer to the RES Certification Filing Methodology Guide posted on the Commission's web site (www.ripuc.org/utilityinfo/res.html) for information, templates and suggestions regarding the types and levels of detail appropriate for responses to specific application items requested below. Also, please see Section 6.9 of the RES Regulations for additional details on specific requirements.

The phrase "Eligible Biomass Fuel" (per RES Regulations Section 3.7) means fuel sources including brush, stumps, lumber ends and trimmings, wood pallets, bark, wood chips, shavings, slash, yard trimmings, site clearing waste, wood packaging, and other clean wood that is not mixed with other unsorted solid wastes⁵; agricultural waste, food and vegetative material; energy crops; landfill methane⁶ or biogas⁷, provided that such gas is collected and conveyed directly to the Generation Unit without use of facilities used as common carriers of natural gas; or neat bio-diesel and other neat liquid fuels that are derived from such fuel sources.

In determining if an Eligible Biomass Generation Unit shall be certified, the Commission will consider if the fuel source plan can reasonably be expected to ensure that only Eligible Biomass Fuels will be used, and in the case of co-firing ensure that only that proportion of generation attributable to an Eligible Biomass Fuel be eligible. Certification will not be granted to those Generation Units with fuel source plans the Commission deems inadequate for these purposes.

⁵ Generation Units using wood sources other than those listed above may make application, as part of the required fuel source plan described in Section 6.9 of the RES Regulations, for the Commission to approve a particular wood source as "clean wood." The burden will be on the applicant to demonstrate that the wood source is at least as clean as those listed in the legislation. Wood sources containing resins, glues, laminates, paints, preservatives, or other treatments that would combust or off-gas, or mixed with any other material that would burn, melt, or create other residue aside from wood ash, will not be approved as clean wood.

⁶ Landfill gas, which is an Eligible Biomass Fuel, means only that gas recovered from inside a landfill and resulting from the natural decomposition of waste, and that would otherwise be vented or flared as part of the landfill's normal operation if not used as a fuel source.

⁷ Gas resulting from the anaerobic digestion of sewage or manure is considered to be a type of biogas, and therefore an Eligible Biomass Fuel that has been fully separated from the waste stream.

This Appendix must be attached to the front of Applicant’s Fuel Source Plan required for Generating Units proposing to use an Eligible Biomass Fuel (per Section 6.9 of RES Regulations).

F.1 The attached Fuel Source Plan includes a detailed description of the type of Eligible Biomass Fuel to be used at the Generation Unit.

Detailed description attached?☐ Yes ☐ No ☐ N/A

Comments: _____

F.2 If the proposed fuel is “other clean wood,” the Fuel Source Plan should include any further substantiation to demonstrate why the fuel source should be considered as clean as those clean wood sources listed in the legislation.

Further substantiation attached?☐ Yes ☐ No ☐ N/A

Comments: _____

F.3 In the case of co-firing with ineligible fuels, the Fuel Source Plan must include a description of (a) how such co-firing will occur; (b) how the relative amounts of Eligible Biomass Fuel and ineligible fuel will be measured; and (c) how the eligible portion of generation output will be calculated. Such calculations shall be based on the energy content of all of the proposed fuels used.

Description attached?☐ Yes ☐ No ☐ N/A

Comments: _____

F.4 The Fuel Source Plan must provide a description of what measures will be taken to ensure that only the Eligible Biomass Fuel are used, examples of which may include: standard operating protocols or procedures that will be implemented at the Generation Unit, contracts with fuel suppliers, testing or sampling regimes.

Description provided?☐ Yes ☐ No ☐ N/A

Comments: _____

F.5 Please include in the Fuel Source Plan an acknowledgement that the fuels stored at or brought to the Generation Unit will only be either Eligible Biomass Fuels or fossil fuels used for co-firing and that Biomass Fuels not deemed eligible will not be allowed at the premises of the certified Generation Unit. And please check the following box to certify that this statement is true.

- ☐ ← check this box to certify that the above statement is true
☐ N/A or other (please explain) _____

F.6 If the proposed fuel includes recycled wood waste, please submit documentation that such fuel meets the definition of Eligible Biomass Fuel and also meets material separation, storage, or handling standards acceptable to the Commission and furthermore consistent with the RES Regulations.

Documentation attached? ☐ Yes ☐ No ☐ N/A
Comments: _____

F.7 Please certify that you will file all reports and other information necessary to enable the Commission to verify the on-going eligibility of the renewable energy generators pursuant to Section 6.3 of the RES Regulations. Specifically, RES Regulations Section 6.3(i) states that Renewable Energy Resources of the type that combust fuel to generate electricity must file quarterly reports due 60 days after the end of each quarter on the fuel stream used during the quarter. Instructions and filing documents for the quarterly reports can be found on the Commissions website or can be furnished upon request.

- ☐ ← check this box to certify that the above statement is true
☐ N/A or other (please explain) _____

F.8 Please attach a copy of the Generation Unit's Valid Air Permit or equivalent authorization.

Valid Air Permit or equivalent attached? ☐ Yes ☐ No ☐ N/A
Comments: _____

F.9 Effective date of Valid Air Permit or equivalent authorization:

____/____/____

F.10 State or jurisdiction issuing Valid Air Permit or equivalent authorization:

[https://doi.org/10.1016/j.jmb.2019.07.008](#)



September 29, 2016

Marsh Hill Energy LLC
One South Wacker Drive, Suite 1900
Chicago, Illinois 60606
Attn: Alex George

RE: Purchase and Sale Agreement for Contract RECs dated December 22, 2014 (the "Agreement") by and between Marsh Hill Energy LLC ("Marsh Hill") and NextEra Energy Power Marketing, LLC ("NEPM") (Marsh Hill and NEPM collectively, the "Parties").

Dear Mr. George:

Pursuant to Section 2.2(b)(iii) of the above-referenced Agreement, this letter hereby confirms that Marsh Hill and NEPM have reached agreement for a discount of \$15 per REC to be applied to the Broker Derived Price (as defined in the Agreement) for calendar year 2016.

The Parties further agree as follows:

(i) This letter agreement supersedes and replaces in its entirety that certain letter agreement between the Parties dated July 1, 2016 (provided that the "Price Confirmation Agreement" executed by the Parties as of July 1, 2016 shall remain in effect);

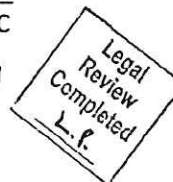
(ii) The last sentence of Section 2.2(b)(iii) of the Agreement ("2016-2017 Price Confirmations") is deleted and of no effect; and

(iii) The Agreement shall terminate by mutual agreement of the Parties effective December 31, 2016 ("Mutual Termination Date"); *provided that* such termination shall not affect the obligations of either Party arising prior to the Mutual Termination Date.

Please acknowledge such agreement by signing and returning this letter.

Very truly yours,

NextEra Energy Power Marketing, LLC
Lawrence Silverstein
Senior Vice President and
Managing Director
NextEra Energy
Power Marketing, LLC



5cc

Acknowledged and agreed to this 30th day of September 2016

Authorized Representative
Marsh Hill Energy LLC



[https://doi.org/10.1016/j.jmb.2019.07.008](#)

Execution Version

Purchase and Sale Agreement

for Contract RECs

Between

Marsh Hill Energy LLC (“Seller”)

and

NextEra Energy Power Marketing, LLC (“Buyer”)

Dated: December 22, 2014

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Execution Version

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Exhibit E Monthly Tracking Account

Exhibit F Form of Price Confirmation Agreement

Exhibit G Guaranty

Exhibit H Form of Letter of Credit

**Purchase and Sale Agreement
for Contract RECs**

This Purchase and Sale Agreement for Contract RECs (this "Agreement") is entered into this 22nd day of December 2014 (the "Effective Date") by and between Marsh Hill Energy LLC ("Seller") and NextEra Energy Power Marketing LLC ("Buyer"), which are sometimes herein individually referred to as a "Party" or collectively as the "Parties".

Recitals

WHEREAS, Seller owns and operates the Windfarm in the State of New York from which the electrical output is delivered to NYISO and desires that a portion of the energy and Environmental Attributes associated with the electric generation from said Windfarm be sold and exported into ISO-NE;

WHEREAS, Buyer desires to purchase the Environmental Attributes associated with such energy exported from NYISO and delivered into ISO-NE; and

WHEREAS, Buyer will be responsible for scheduling the imports of such energy and Environmental Attributes into ISO-NE.

NOW THEREFORE, in exchange for the mutual promises provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. Unless otherwise defined herein or in any attachment to this Agreement, the following terms will have the respective meanings set forth below:

"Actual Hourly Energy Export" is defined as the Day-Ahead Export Schedule minus Curtailments.

"Actual Hourly Generation" is defined as the aggregate energy produced by the Facility and sold into the NYISO spot market for each hour of the specified Generation Date, expressed in MWhs, as provided in the Projected Generation Notice.

"Actual Hourly REC Export" is defined as the lesser of the Actual Hourly Generation and the Actual Hourly Energy Export.

"Actual Quantity Delivered" is defined in Section 2.4(a).

"Affiliate" means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled

by” or “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise.

“Aggregate Generated Amount” means, with respect to each hour of a Generation Date, the actual aggregate generation of the Windfarm for each such hour of the Generation Date, expressed in MWh as illustrated in Exhibit E.

“Aggregate Projected Amount” means, with respect to each hour of a Generation Date, an amount set forth by Seller in the Projected Generation Notice for the aggregate generation of the Windfarm for each such hour of the Generation Date, expressed in MWh. The Aggregate Projected Amount shall reflect Seller’s commercially reasonable estimate of the aggregate generation of the Windfarm for each such hour and will be determined in Seller’s discretion considering, without limitation, factors consistent with Prudent Industry Practice, adjusted for any planned maintenance or planned outages as illustrated in Exhibit E.

“Agreement” is defined in the Preamble.

“Annual CAP Quantity” is defined in Section 2.3(c).

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Regulatory Authority or arbitrator that apply to any Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Programs” means, collectively, RPS-Connecticut Class I, Green-e Standard, RPS-New Hampshire Class I, RPS-Massachusetts Class I, and/or RPS-Rhode Island;

“Approved Broker” means Karbone Inc., Evolution Markets Inc., TFS Energy, LLC, ICAP Energy LLC, BGC Environmental Brokerage Services, LP or any of their respective affiliates or subsidiaries in accordance with Section 2.2;

“Bankrupt” means with respect to any Person, such Person (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day opens at 8:00 a.m. and closes at 5:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, is the Party from whom the notice, payment or delivery is sent and by whom the notice or payment or delivery is received.

“Buyer” is defined in the Preamble.

“Buyer Parent Guarantor” means NextEra Energy Capital Holdings, Inc. (f/k/a FPL Group Capital Inc.)

“Buyer Parent Guaranty” means the guaranty from Buyer Parent Guarantor set forth on Exhibit G or otherwise reasonably satisfactory to Seller.

“Capacity” means NYISO Unforced Capacity (as defined in the NYISO Market Administration and Control Area Services Tariff), or similar capacity product other than energy and ancillary product designed to have the regional transmission organization compensate owners of generation Windfarm for the generation availability.

“Commercially Reasonable Efforts” means any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with Applicable Law and regulations and, in the case of Seller, Prudent Industry Practices (including without limitation the uncertainty in forecasting hourly wind energy generation plant output on a day ahead basis and the avoidance or minimization of any penalties or charges under applicable law and regulations, this Agreement or otherwise).

“Confidential Information” means all information exchanged between the Parties (whether in oral, written, electronic or any other form) in connection with this Agreement, including without limitation the terms and conditions of this Agreement. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (ii) information that was already known by either Party on a non-confidential basis prior to the execution of this Agreement; (iii) information that becomes available to either Party on a non-confidential basis from a source other than the other Party where such source is not known by the receiving Party to be subject to a confidentiality obligation with respect to such information; (iv) information a Party is required to disclose pursuant to Applicable Law in connection with any administrative or regulatory approval or filing process or request.

“Contract Quantity” means 5% of the Cumulative Generated Amount during each monthly period during the Term, as tracked by Buyer in the Monthly Tracking Account, as defined in Section 2.3(b).

“Contract RECs” means RECs that are both Green-e Certifiable RECs and NEPOOL Certifiable RECs.

“Contract Unit Price” is defined in Section 2.2(a).

“Conversion Transaction” means the procedure that occurs when an entity that sold energy into the New York Spot Market and an entity that purchased a like amount of energy out of the New York Spot Market during the same settlement period, jointly identify for the EDP Administrator such packet of energy such that it can be disaggregated, for environmental

disclosure purposes, from the residual pool of the New York Spot Market energy, in accordance with the Conversion Transaction Rules and Procedures.

“Conversion Transaction Form” means the New York State Public Service Commission Conversion Transaction Notification substantially in the form attached hereto as Exhibit C or such other written or electronic submission form required by the EDP Administrator for an entity that sells energy into the New York Spot Market to identify a Conversion Transaction.

“Conversion Transaction Rules and Procedures” means the Environmental Disclosure Rules and Procedures for Conversion Transactions set forth by the New York State Public Service Commission.

“Cumulative Delivered Quantity” means the cumulative amount of the Contract RECs Delivered by Seller to Buyer during each monthly period during the Term, as tracked by Buyer in the Monthly Tracking Account.

“Cumulative Generated Amount” means the cumulative amount of the Aggregate Generated Amounts during each monthly period during the Term, as tracked by Buyer in the Monthly Tracking Account.

“Curtailments” means NYISO, ISO-NE or transmission related reductions to Buyer’s Day-Ahead Export Schedule occurring in the Day-Ahead or Real-Time markets.

“Day-Ahead Export Quantity of Energy” means, for each hour, the quantity of energy associated with each Day-Ahead Export Schedule.

“Day-Ahead Export Schedule” means the hourly amount of RECs that Buyer schedules for export into NEPOOL, as reflected in the Monthly Tracking Account.

“Defaulting Party” is defined in Section 4.1.

“Delivery”, or any of its correlative terms, means the delivery by Seller to Buyer of the Environmental Attributes related to the generation of the Windfarm in accordance with Sections 2.3, 2.4, and 2.5, as applicable.

“Delivery Term” is defined in Section 2.3(a).

“Designated Load Serving Entity” means, in connection with a proposed Conversion Transaction, (x) the entity that purchased a like amount of energy out of the New York Spot Market in connection with such proposed Conversion Transaction or (y) any other entity eligible and designated to be the counterparty to Seller in a proposed Conversion Transaction, in each case in accordance with the Conversion Transaction Rules and Procedures.

“EDP Administrator” means the staff of the Department of Public Service or any other entity designated by the New York State Public Service Commission.

“Effective Date” means the start of the Delivery Term as set forth in the Price Confirmation Agreement.

“Eligible Renewable Resource” means those resources that meet the eligibility criteria set forth in Section II of the Green-e Standard.

“Environmental Attribute” means an aspect, claim, characteristic or benefit associated with the generation of a quantity of electricity by the Windfarm, other than the electric energy, capacity or ancillary services produced, and that is capable of being measured, verified or calculated. An Environmental Attribute may include one or more of the following identified with a particular megawatt hour of generation by the Windfarm designated prior to Delivery: avoided NOx, SOx, CO2 or greenhouse gas emissions, avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of applicable law in order to site and develop the Windfarm itself) or as otherwise defined under an Applicable Program, or as agreed by the Parties. Environmental Attributes do not include production tax credits, investment tax credits or other direct third-party subsidies for generation of electricity by any specified Renewable Energy Windfarm.

“EPT” means Eastern Prevailing Time.

“Events of Default” is defined in Section 4.1.

“Export RECs” is defined in Section 2.6(a).

“FERC” is defined in Section 2.11(d).

“FERC Regulatory Change” is defined in Section 2.11(d).

“Force Majeure” means an event or circumstance which prevents a Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Party claiming Force Majeure, and which, by the exercise of due diligence, the Party claiming Force Majeure is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Contract RECs purchased hereunder; or (iii) Seller’s ability to sell the Contract RECs at a price greater than the Contract Unit Price.

“Generation Date” means any calendar day during the Delivery Term that the Windfarm produces Energy that is scheduled into ISO-NE pursuant to a Day-Ahead Export Schedule.

“Green-e Attestation” means the attestation in a form approved by Green-e specifying the amount in megawatt-hours and generation characteristics of the Contract RECs Delivered by Seller to Buyer.

“Green-e Attributes” means all of the environmental attributes associated with a unit of renewable generation, with the exception of certain cap and trade pollutants, in accordance with Section III.C. of the Green-e Standard.

“Green-e Certifiable REC” means a REC that (i) includes all Green-e Attributes arising as a result of the generation of electricity by an Eligible Renewable Resource associated with the REC, and (ii) meets all requirements set forth in Green-e Standard to be certified.

“Green-e Standard” means the Green-e Energy National Standard published by the Center for Resource Solutions, version 2.1 (or, subsequent revised versions in effect as of the date of Delivery).

“Interest Rate”

“ISO-NE” means ISO New England Inc.

“Monthly Tracking Account” is defined in Section 2.5(a).

“NEPOOL” means the New England Power Pool.

“NEPOOL Agreement” means the Restated New England Power Pool Agreement dated as of December 1, 1996, as accepted by the Federal Energy Regulatory Commission, and the tariffs, rules and procedures adopted by NEPOOL, including the NEPOOL-GIS Operating Rules.

“NEPOOL Certifiable RECs” means those RECs that currently meet, or are contemplated herein to meet the requirements of (i) the Applicable Programs and (ii) registration under the NEPOOL-GIS.

“NEPOOL-GIS Operating Rules” means the New England Power Pool Generation Information System Operating Rules.

“NEPOOL RECs” means those “Certificates” (1) created in accordance with the NEPOOL-GIS Operating Rules, and (2) satisfying the requirements of NEPOOL-GIS Operating Rule 2.7(c).

“New England Power Pool Generation Information System” or “NEPOOL-GIS” means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL that accounts for the generation attributes of electricity generated within or imported into New England.

“New York REC Tracking System” means, if applicable, a system established in New York State, including its regulations and procedures, for recording transfers of RECs among various Persons and accounts.

“New York Spot Market” means the wholesale electricity market in New York, currently administered by NYISO, in which electricity is priced in Locational Based Marginal Prices, for both Day-Ahead and Real-Time Markets (as such terms are defined under the NYISO market rules).

“Non-Defaulting Party” is defined in Section 4.2(a).

“Non-NEPOOL RECs” is defined in Section 2.6(f).

“NYISO” means the New York Independent System Operator.

“NYSERDA Contract” means that certain contract between Seller and New York State Energy Research and Development Authority dated as of November 14, 2013.

“Party” and “Parties” are defined in the Preamble.

“Performance Assurance” shall mean sufficient security in the form, amount and for the term calculated by the requesting party in a commercially reasonable manner, including, but not limited to, cash collateral, a standby irrevocable letter of credit issued by a bank reasonably acceptable to demanding party, a prepayment, or other security reasonably acceptable to the requesting party.

“Person” means any individual, corporation, partnership, limited liability company, association, joint venture, trust, unincorporated organization or Regulatory Agency or other entity.

“Posting Party” is defined in Section 3.4(a).

“Projected Generation Notice” is illustrated in Exhibit D.

“Prudent Industry Practices” means any of the practices, methods, standards and acts engaged in or approved by a significant portion of the wind energy industry in the United States that, at the relevant time, in the exercise of reasonable judgment in light of the location, size and technology of the Windfarm, and in light of the facts known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of others, but rather to those practices, methods and acts generally accepted or approved by a significant portion of the wind power industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence.

“Receive”, or any of its correlative terms, means the receipt by Buyer from Seller of the Environmental Attributes related to the generation of the Windfarm in accordance with Sections 2.3, 2.4, and 2.5, as applicable.

“Regulatory Action” means action by a Regulatory Agency, administrator or by the governing body of the Applicable Program (i) to change the eligibility of a REC for the Applicable Program or substantially change the requirements for compliance with the Applicable Program, including a change in Applicable Law that disqualifies any previously qualifying renewable energy facilities or previously complying RECs, or (ii) to change the laws in the State of New York under which Environmental Attributes are created, registered or transferred, which in any case has a material adverse effect on the supply of the REC products that are the subject of this Agreement.

“Regulatory Agency” means any (a) federal, state, local, territorial, tribal or municipal government and any department, commission, board, bureau, agency, instrumentality, judicial or administrative body thereof; or (b) any self-regulatory agency, Control Area or FERC-approved

regional transmission operator or Regional Transmission Organization, in any case having jurisdiction or operational control over the Windfarm or the Parties or transactions under this Agreement, as the case may be.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, indicating the Environmental Attributes associated with the generation of a particular quantity of energy from a Renewable Energy Windfarm that is separate from the energy produced, expressed in MWh.

“Renewable Energy Windfarm” means a generating unit that meets the eligibility criteria necessary to produce certificates that satisfy statutory and regulatory requirements of the relevant Applicable Programs.

“Replacement Price” means the weighted average price at which Buyer, acting in a commercially reasonable manner, purchases the substitute Termination Contract Quantity not Delivered by Seller, plus any out-of-pocket charges or costs reasonably incurred by Buyer (including any brokerage fees incurred by Buyer) in purchasing such substitute Termination Contract Quantity.

“RPS-Class I” means the general grouping of any or all of the following: RPS-Connecticut Class I, RPS-Maine Class I, RPS-Massachusetts Class I, RPS-New Hampshire Class I, and/or RPS-Rhode Island Class I, as defined below.

“RPS-Connecticut Class I” means the regulations provided in Conn. Agencies Regs. § 16-245 et seq. promulgated pursuant to Conn. Gen. Stat. § 16-245a that require a minimum percentage of electricity sold to end-use customers in the State of Connecticut to be derived from Class I Renewable Energy Source, as defined therein, as such regulations and statutes may be amended from time to time, and as in effect on the date of Delivery.

“Requesting Party” is defined in Section 3.4(a).

“RPS-Massachusetts Class I” means the regulations provided in Title 225, Section 14.00 et seq. of the Code of Massachusetts Regulations (225 CMR 14.00 et. seq.), promulgated pursuant to M.G.L. c. 25A, § 11F that require a minimum percentage of electricity sold to end-use customers in the Commonwealth of Massachusetts to be derived from Class I Renewable Generation Units, as defined in and as more explicitly provided for in 225 CMR 14.00 et seq., as such regulations and statutes may be amended from time to time, and as in effect on the date of Delivery.

“RPS-New Hampshire Class I” means the regulations provided in N.H. Admin. Rules, Puc 2500, promulgated pursuant to N.H. Stat. Ch. 362-F that require a minimum percentage of electricity sold to end-use customers in the State of New Hampshire to be derived from Class I Source, as defined therein, as such regulations and statutes may be amended from time to time, and as in effect on the date of Delivery

“RPS-Rhode Island Class I” means the Rhode Island Public Utilities Commission regulations set forth in R.I. Code. R. 90-060-015, Section 4.0 et seq. promulgated pursuant to the Renewable Energy Standards as set forth in the Renewable Energy Act, R.I. Gen. Laws § 39-26-

1 et seq., that require a minimum percentage of electricity sold to end-use customers in Rhode Island to be derived from New Renewable Energy Resources (as defined in R.I. Gen. Laws §39-26-2(15) and R.I. Code. R. §90-060-015, subsection 3.23), as such regulations and statutes may be amended from time to time, and as in effect on the date of Delivery.

“Sales Price” means the weighted average price at which Seller, acting in a commercially reasonable manner, resells the Termination Contract Quantity, reduced by any out-of-pocket charges or costs reasonably incurred by Seller (including any brokerage fees incurred by Seller) in selling the Termination Contract Quantity. If after using Commercially Reasonable Efforts Seller is unable to sell all or a portion of the Termination Contract Quantity then the Sales Price with respect to such unsold RECs shall be deemed equal to zero (0).

“Seller” is defined in the Preamble.

“Termination Contract Quantity” is defined in Section 4.2.

“Termination Damages” is defined in Section 4.2(b).

“Termination Date” is defined in Section 2.3(a).

“Transfer” is defined in Section 2.7.

“Transmission System” means the contiguously interconnected electric transmission facilities over which the Transmission System Operator has rights to provide for the bulk transmission of capacity and energy from the Windfarm.

“Transmission System Operator” means NYISO or any successor independent system operator, regional transmission operator or other transmission operator from time to time having authority to control the transmission control area to which the Windfarm is interconnected.

“Unit Contingent” means that the Contract REC to be supplied from the Windfarm to Buyer will be supplied only to the extent the Windfarm is in operation, and Seller does not represent or covenant that any quantity of Contract RECs will be generated subject to the foregoing limitations, Seller will use Commercially Reasonable Efforts to operate the Windfarm at its nameplate capacity in an effort to produce Contract RECs during each and every hour during the Term, but Seller’s failure to deliver Contract RECs under this Agreement will be excused to the extent, and for the period, the Windfarm is unavailable as a result of, or related to, (i) planned outages scheduled, noticed and permitted by this Agreement, (ii) forced outages, (iii) any curtailments of the generation and delivery of energy from the Windfarm into the Transmission System due to any order, directive or notification received from the Transmission System Operator (iv) to the extent caused by, arising from or related to an event of Force Majeure, and (v) any failure or derating of Windfarm equipment which is not caused by failure to operate the Windfarm in accordance with Prudent Industry Practices or by the negligent acts or omissions of Seller or its contractors or agents (an “Equipment Failure”); provided, however, that Seller shall use Commercially Reasonable Efforts, consistent with Prudent Industry Practice, to mitigate the effects of such Equipment Failure by repairing or replacing such Windfarm equipment within a reasonable period following such Equipment Failure. In any of the events set forth in (i) through (v) above, Seller shall not be liable to Buyer for any damages. For the

avoidance of doubt, economic shutdown directed by Seller in its sole discretion shall not be deemed an excused event.

“Windfarm” means the approximately 16 MW nameplate capacity wind generation Windfarm owned by Seller located in Steuben County, New York and known as the Marsh Hill Wind Facility.

“Windfarm Eligibility” means, with respect to the Windfarm, the qualification by the relevant Regulatory Agency to produce the RECs that can be used under the Applicable Programs.

1.2 Rules of Construction. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to “Articles,” “Sections,” “Schedules,” “Annexes,” or “Exhibits” are to articles, sections, schedules, annexes, or exhibits hereof; (c) all references to a particular entity or market price index include a reference to such entity’s or index’s successors and (if applicable) permitted assigns; (d) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular Article, Section or subsection hereof; (e) all accounting terms not specifically defined herein will be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (f) references to this Agreement include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; (g) the masculine includes the feminine and neuter and vice versa; (h) “including” is construed in its broadest sense to mean “including without limitation” or “including, but not limited to”; (i) references to agreements, regulations, procedures and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments that are duly entered into and effective against the Parties thereto or their permitted successors and assigns; (j) a reference to a statute or to a regulation issued by a governmental authority includes all amendments and supplements thereto; (k) any reference in this Agreement to any Person includes its successors and permitted assigns and, in the case of any Regulatory Agency, any Person succeeding to its functions and capacities; and (l) the word “or” is not necessarily exclusive.

ARTICLE II

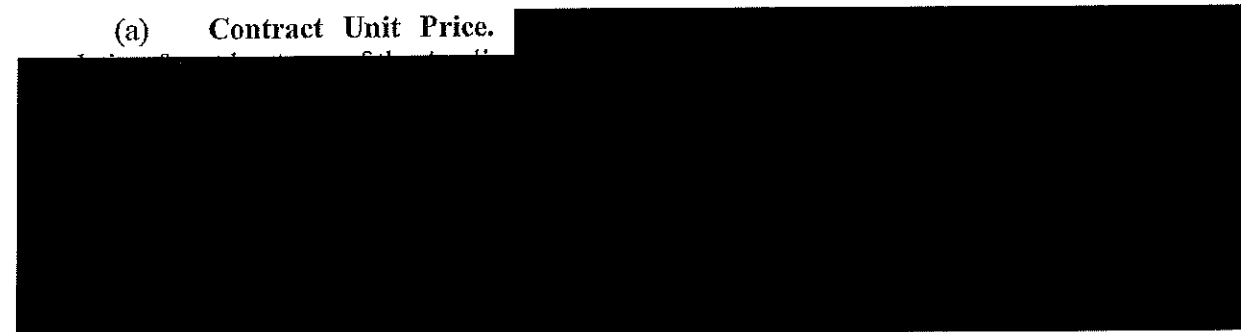
TRANSACTION TERMS AND CONDITIONS

2.1 RPS Class I Certification

Seller shall use Commercially Reasonable Efforts to obtain qualification of the Windfarm and approval of this Agreement under all the RPS-Class I regulations. Seller shall submit all initial paperwork to the respective state agencies for the above-mentioned RPS Class I certifications no later than thirty (30) days after the Effective Date. Seller must obtain certification for at least one of the Applicable Programs by December 31, 2015; provided that, if Seller fails to receive RPS-Class I certification for at least one of the Applicable Programs by such date, this Agreement shall terminate and neither Party shall have any liability or obligation to the other Party. In the period between the Effective Date and certification under a RPS-Class I regulation of an Applicable Program, Buyer shall, at its sole discretion, schedule and deliver the Day-Ahead Export Quantity of Energy for the Windfarm into ISO-NE for any given Generation Date. For the avoidance of doubt, Buyer can elect not to schedule and deliver the Day-Ahead Export Quantity of Energy even if the Windfarm is in operation or capable of operation. Seller shall produce, or cause to be produced, the Day-Ahead Export Quantity of Energy for such Generation Date in accordance with this section.

2.2 Valuation and Pricing

(a) Contract Unit Price.



(b) Price Confirmation Procedure. The Parties shall execute a price confirmation agreement, attached hereto as Exhibit F, on a quarterly basis as follows:

(i) NEPOOL Deadline and Quarterly Payments. On or before the NEPOOL deadline for REC certification as set forth in Appendix I to the price confirmation agreement attached hereto, Seller shall notify Buyer of which RPS Class-I Certification that Seller intends to use and shall provide certification documentation to Buyer along with an invoice for the Contract RECs. Upon (i) notification to Buyer by Seller of the applicable RPS certification for the Contract RECs, (ii) receipt of the certification documentation by Buyer, and (iii) after the NEPOOL REC certification deadline has passed, the Parties shall execute a price confirmation agreement for the Contract Unit Price, which confirmation agreement shall constitute a part of and shall be governed by the terms of this Agreement. Buyer shall pay Seller the Contract Price, on a quarterly basis within ten (10) business days of satisfaction of the

foregoing for the RECs produced and delivered. The Contract Unit Price shall be applied retroactively to reflect the highest-valued RPS Class I RECs chosen by Seller following the execution of a price confirmation agreement.

(ii) **2015 Price Confirmation.** The Parties may agree upon Contract Unit Prices for any period within the delivery term hereunder, collectively, or in separate price confirmation agreements. For calendar year 2015, the discount shall be \$15.00/MWh as of the Effective Date; provided that the discount to the Broker Derived Price shall remain constant and applicable to the highest-valued RPS-Class I RECs certified. Upon entering into a price confirmation agreement for calendar year 2015, the Agreement shall be in effect for the duration of 2015, irrespective of the Parties' decision to enter into a price confirmation agreement for calendar year 2016-2017.

(iii) **2016-2017 Price Confirmations.** The Parties may agree upon the discount for an upcoming calendar year during the current calendar year delivery term. Seller shall accept or reject the discount to be applied to the Broker Derived Price on a recorded line or via email within twenty four (24) hours of Buyer's issuance of such discount quote, provided, that Seller's failure to respond within twenty four (24) hours shall be deemed a rejection of the discount as quoted. If Seller accepts the discount, then Buyer shall send to Seller by electronic mail a discount confirmation letter attached hereto as Appendix II to the price confirmation agreement. If Seller does not object to the discount in the confirmation within two days of receipt thereof, then it shall be deemed accepted pursuant to the recorded line and written confirmation. For calendar years 2016-2017, the discount to the Broker Derived Price, agreed to in the discount confirmation letter, shall remain constant and applicable to the highest-valued RPS-Class I RECs certified. The Parties shall execute a price confirmation agreement on or before hour ending 2400 EPT December 31, 2015. In the event that the Parties are unable to agree upon a Contract Unit Price for calendar year 2016, then the delivery term shall end on the date in the sentence above, and the Agreement shall terminate upon delivery and payment of the Contract RECs.

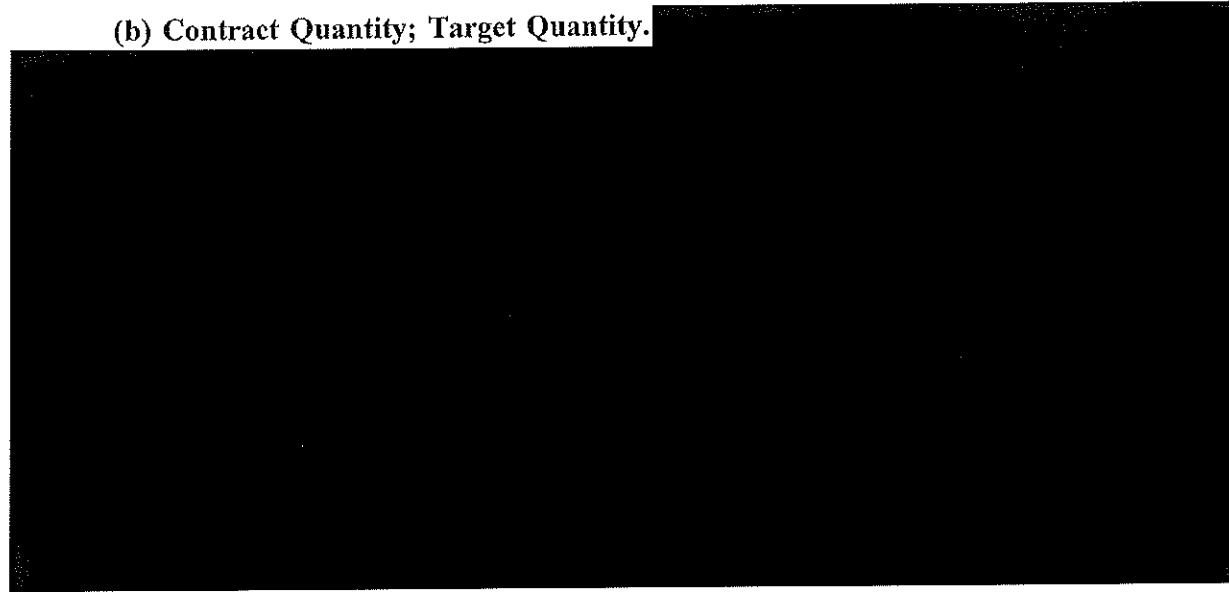
(c) **Scheduling and Delivery Post-Certification.** After the Windfarm is certified for at least one of the Applicable Programs, Buyer shall use Commercially Reasonable Efforts to schedule and deliver the Day-Ahead Export Quantity of Energy for the Windfarm into ISO-NE for each Generation Date during the Delivery Term; provided, that, Buyer shall have the right, upon notification to Seller, to elect not to schedule and deliver the Day-Ahead Export Quantity of Energy if in the Buyer's judgment the projected cost of delivering power from NYISO into NEPOOL would be greater than \$10/MWh for such hour.

2.3 Delivery Term; Contract Quantity; Contract Unit Price.

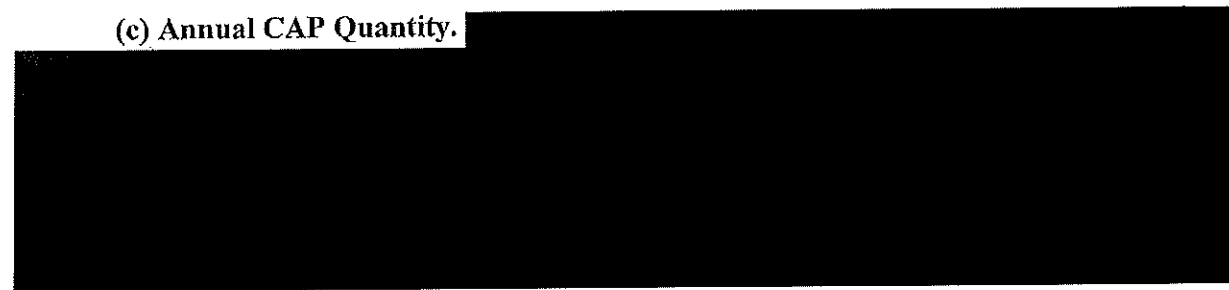
(a) **Delivery Term.** The term of this Agreement (the "Delivery Term") shall commence with hour ending 0100 Eastern Prevailing Time ("EPT") on the Effective Date and end with hour ending 2400 EPT on December 31, 2017 (the "Termination Date"), unless terminated earlier by either Party in accordance with Sections 2.1, Section 2.2 or Section 4; provided, however, that such termination shall not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives any such termination and, provided further, that this

Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to the Delivery and Receipt of Contract RECs entered into prior to the effective date of such termination until both Parties have fulfilled all of their obligations thereunder.

(b) Contract Quantity; Target Quantity.



(c) Annual CAP Quantity.



2.4 Delivery Obligations and Scheduling Requirements.

(a) **Energy Exports from NYISO to NEPOOL.** Subject to Section 2.1, Seller and Buyer shall agree upon a Day-Ahead Export Schedule for the Windfarm for each Generation Date during the Delivery Term. Buyer shall submit all schedules required to deliver the Day-Ahead Export Quantity of Energy into ISO-NE, including any transmission arrangements related thereto. For the Windfarm, Seller shall use Commercially Reasonable Efforts to produce, or cause to be produced, the Day-Ahead Export Quantity of Energy on each Generation Date. Buyer shall use Commercially Reasonable Efforts to schedule and deliver the Day-Ahead Export Quantity of Energy for the Windfarm into ISO-NE on each Generation Date. The actual quantity of energy and Environmental Attributes delivered into ISO-NE ("Actual Quantity Delivered") shall be determined as follows: (i) if the actual energy produced by the Windfarm in any hour is less than the Day-Ahead Export Quantity of Energy (less any Curtailments, if applicable), then the Actual Quantity Delivered shall equal the actual energy produced by the Windfarm, and (ii) if the actual energy produced by the Windfarm in any hour is greater than the Day-Ahead Export Quantity of Energy (less any Curtailments, if applicable), then the Actual Quantity Delivered shall equal the Day-Ahead Export Quantity.

(b) **Seller Scheduling Requirements.** Seller shall provide Buyer the following information for the Windfarm:

- (A) Actual Hourly Generation for the preceding Generation Date(s),
- (B) Projected Hourly Generation for the next Generation Date (see Exhibit D for form of submittal).

(c) **Buyer Scheduling Requirements.**

(i) Buyer shall perform the following scheduling activities with respect to each day during the Delivery Term:

- (A) Buyer shall update the Monthly Tracking Account for the Windfarm with Actual Hourly Generation and Projected Hourly Generation provided by Seller and Actual Hourly Energy Exports, Actual Hourly REC Exports and Cumulative Delivered Quantity for the applicable Generation Dates. Buyer shall enter Day-Ahead Export Schedules in the Windfarm's Tracking Account for the next Generation Date and submit to Seller on a weekly basis (or as soon as practicable thereafter in the event that data are not available due to any system failure or similar circumstance).

(d) **Buyer Transmission Requirements.**

(i) For each Windfarm, Buyer shall:

- (A) Obtain and maintain in full force and effect all service agreements and other authorizations with the NYISO and ISO-NE necessary to transmit the energy into NEPOOL in an amount that is equivalent to the Day-Ahead Export Schedule with respect to the Windfarm;
- (B) Comply with all NYISO and ISO-NE requirements, in addition to those set forth in Section 2.4(c) for the transmission of such energy into NEPOOL; and
- (C) Pay all rates and other fees associated with such transmission.

2.5 Allocation, Delivery and Receipt of Contract RECs; New York Conversion Transactions.

(a) **Allocation, Delivery and Receipt.** With respect to each hour in each calendar month during the Delivery Term, the Contract RECs from the Windfarm shall be tracked, allocated, Delivered, and Received as follows: For each calendar month during the Delivery Term, Buyer shall maintain a Monthly Tracking Account for the Windfarm in the form substantially similar to Exhibit E (each a "Monthly Tracking Account"), which shall include the Cumulative Generated Amount, Cumulative Contract Quantity, Export RECs, Eligible REC Export Balance, Actual Hourly REC Exports and Cumulative Delivered Quantity.

(b) Submission of NY Conversion Transaction. In connection with any Delivery of Contract RECs as Green-e Certifiable RECs for use in New York:

(i) Buyer will timely provide to Seller reasonably in advance of any deadline for submission to the EDP Administrator all information reasonably required for Seller to submit a Conversion Transaction Form to the EDP Administrator in respect of such proposed Delivery, including (A) the identity of the Designated Load Serving Entity, (B) the amount of Environmental Attributes, expressed in MWh, covered by the proposed Conversion Transaction, (C) the quarter or other settlement period to which the proposed Conversion Transaction relates and (D) any other information required by the EDP Administrator, whereupon, Seller will timely submit such Conversion Transaction Form with the EDP Administrator; and

(ii) Buyer will, or will cause the applicable Designated Load Serving Entity to, timely submit a Conversion Transaction Form with the EDP Administrator in respect of such proposed Delivery.

(c) Termination of Conversion Transaction Rules and Procedures. To the extent that the Conversion Transaction Rules and Procedures are terminated, including without limitation by reason of the establishment of a New York REC Tracking System, the provisions of this Section 2.5 will no longer apply and Seller and Buyer will use Commercially Reasonable Efforts to negotiate an alternate mechanism for the transfer of the Environmental Attributes relating to any proposed Delivery of such Contract RECs in the State of New York; provided, however, that to the extent that New York State establishes a New York REC Tracking System, Seller's submission of a valid electronic request to the administrator under such New York REC Tracking System to transfer Contract RECs from Seller's REC account to Buyer's REC account under such New York REC Tracking System will be deemed to constitute valid transfer of the Environmental Attributes relating to the Delivery of such Contract RECs in the State of New York.

(d) Green-e Certifiable RECs. In the event Buyer has elected to take Delivery of Green-e Certifiable RECs, Seller shall promptly deliver to Buyer the Green-e Attestation Form (Exhibit B), with such changes as the Center for Resource Solutions may require, and the Conversion Transaction Form (Exhibit C) in respect of the applicable portion of the Contract RECs.

2.6 NEPOOL RECs; Other Applicable Programs.

(a) Submission to NEPOOL-GIS. In connection with any Delivery of Export RECs, (i) Seller will timely submit to Buyer any data in its possession that is reasonably required to register the Contract RECs as NEPOOL RECs ("Export RECs") with the NEPOOL-GIS, including the actual daily generation meter data for the Windfarm in a form that can be submitted to the NEPOOL GIS, and (ii) Buyer will timely submit to the NEPOOL-GIS any data that is reasonably required to register the Contract RECs as NEPOOL RECs with the NEPOOL-GIS. Each Party will use Commercially Reasonable Efforts to cause the registration of Contract RECs as NEPOOL RECs with the NEPOOL-GIS as soon as reasonably practicable, including curing

any defects in any such proposed registration upon notice from the NEPOOL-GIS of any such defects.

(b) **Submission to Applicable Programs.** In connection with any proposed Delivery of Export RECs, (i) Seller will timely submit to Buyer any data in its possession that is reasonably required to demonstrate that energy generated by the Windfarm was generated, transmitted, delivered and settled in a manner that meets the requirements of an Applicable Program; and (ii) Buyer will timely submit to the state authority responsible for an Applicable Program any data reasonably required to demonstrate that energy generated by the Windfarm was generated, transmitted, delivered and settled in a manner that meets the requirements of an Applicable Program. Each Party will use Commercially Reasonable Efforts to cause the continued qualification of the Contract RECs under each Applicable Program.

(c) **Submission to Other Programs.** Without expanding Seller's obligations under this Agreement, Seller will provide to Buyer (i) any documentation in Seller's possession and (ii) any applications, affidavits and certifications, in each case related to the Windfarm or the Contract RECs under this Agreement that is reasonably requested by Buyer in connection with Buyer's efforts to qualify the Contract RECs under this Agreement with renewable energy credit trading programs other than the Applicable Programs.

(d) **Green-e Attestations.** To the extent requested by Buyer, Seller will promptly deliver to Buyer one or more Green-e Attestations in connection with any proposed Delivery of Contract RECs.

(e) **Copies of Notices.** Buyer will promptly provide to Seller a copy of all filings, forms, confirmations and any other notices (i) submitted by Buyer to the NEPOOL-GIS or received by Buyer or from the NEPOOL-GIS related to such proposed registration of Export Contract RECs as NEPOOL RECs with the NEPOOL-GIS and (ii) submitted by Buyer to a state authority under an Applicable Program or received by Buyer or from a state authority under an Applicable Program related to the continued qualification of the Contract RECs under each Applicable Program.

(f) **Rejection of NEPOOL RECs.** To the extent that the NEPOOL-GIS rejects the registration of any Export RECs as NEPOOL RECs (the "Non-NEPOOL RECs") and such rejection is not the result of an act or omission of Buyer, the Delivery will be deemed to have failed.

2.7 **Transfer of Title.**

(a) **Transfer of Title.** All right, title and interest to and in the Contract RECs will transfer from Seller to Buyer upon:

(i) Seller completing all actions required to Deliver the Cumulative Delivered Quantity of Contract RECs to Buyer; and

(ii) Buyer completing all actions required to Receive the Cumulative Delivered Quantity of Contract RECs from Seller (satisfaction of the conditions set forth

in clauses (i) and (ii) with respect to such Cumulative Delivered Quantity of Contract RECs, the "Transfer").

2.8 Payment.

(a) **Payment Terms and Fund Transfer.** Subject to Section 2.2, Buyer will render to Seller a statement setting forth any payment obligations incurred under this Agreement within 10 days after the end of each month. All payments owing under this Agreement will be due and payable by the Party owing such payment obligations within 15 days after the end of each month. Payment will be in the form of immediately available United States dollars and payment thereof will be made by wire transfer to the account designated by the invoicing Party. All payments will be rendered in the form of immediately available funds (U.S. Dollars) by wire transfer or in such other form as agreed to by the Parties. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(b) **Disputes and Adjustments of Invoices.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within 12 months after the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two Business Days after such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section within 12 months after the invoice is rendered or any specific adjustment to the invoice is made.

(c) **Netting of Payments.**

(d) **Payment Obligation Absent Netting.** If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other in respect of any payment obligations, that Party shall pay such sum in full when due.

(e) **Security.** Buyer shall cause Buyer Parent Guarantor to maintain the Buyer Parent Guaranty during the Term.

2.9 Taxes.

2.10 Force Majeure. Neither Party shall be considered in default under this Agreement if it is unable to perform its obligations under this Agreement (including any obligation to Deliver or Receive Contract RECs), wholly or in part, if such delay or failure is due to an event of Force Majeure. A Party may rely on a claim of Force Majeure to excuse its performance only to the extent that such Party:

- (a) provides prompt written notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
- (b) exercises all reasonable efforts to continue to perform its obligations under this Agreement;
- (c) expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem;
- (d) exercises all reasonable efforts to mitigate or limit damages to the other Party; and
- (e) provides prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

The obligations of the claiming Party will, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the claiming Party will not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure.

2.11 Change in Applicable Law or Applicable Program.

(a) To the extent that a Regulatory Action materially impacts Seller's ability to create, register or transfer Environmental Attributes in the State of New York or to generate, sell or Deliver the Contract RECs or maintain eligibility under the Applicable Programs or Buyer's ability to purchase or Receive the Contract RECs or schedule the energy across NYISO to NEPOOL interface, the Parties shall enter into good faith negotiations to revise the commercial terms of this Agreement to account for such Regulatory Action.

(b) In the event that Regulatory Action renders Delivery of the Contract RECs illegal or impossible under Applicable Law, then the Parties shall enter into good faith negotiations to account for such Regulatory Action.

(c) In the event that ISO-NE or NYISO enacts a rule or amends an existing rule(s) such that one or more of the transmission facilities between NYISO (NPX) and NEPOOL (Roseton) do not continue to be part of the Transmission System (an "ISO-NE/NYISO

Regulatory Change") then the ability of the Buyer to schedule energy across the interface and qualify the RECs as NEPOOL RECs will be affected; in such an event, the Parties shall enter into good faith negotiations to revise the commercial terms of the Agreement to account for such change.

(d) In the event that there is a new rule or regulation instituted by the Federal Energy Regulatory Commission ("FERC") or an interpretation of or change to an existing rule/regulation by FERC or a court that limits Buyer's ability to schedule energy flows across the transmission interface between NEPOOL and NYISO as a result of Buyer's activity in scheduling energy from NYISO to NEPOOL required to qualify Contract RECs as NEPOOL RECS to be purchased under this Agreement ("FERC Regulatory Change"), the Parties shall enter into good faith negotiations to revise the commercial terms of the Agreement to account for such change.

2.12 Representations and Warranties; Additional Covenants.

(a) Seller's Warranties.

(i) Seller hereby warrants to Buyer that, at the time of the execution of this Agreement and subsequently upon the Delivery of the Contract RECs, (A) Seller will convey to Buyer valid, good title to the Contract RECs free and clear of any liens or other encumbrances or title defects, (B) Seller has the right to sell to Buyer the Contract RECs required to be Delivered hereunder and (C) Seller has obtained a determination of Windfarm Eligibility.

(ii) Seller further warrants to Buyer that all the renewable attributes (including CO2 benefits), including any emissions offsets, reductions or claims, represented by the Contract RECs were not sold or marketed to, or, to Seller's knowledge, otherwise claimed by, a third party other than Buyer.

(iii) THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTRACT RECs DELIVERED, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. This Section shall survive the expiration or termination of this Agreement.

(iv) Seller's obligations under the NYSERDA Contract do not prohibit the Delivery of the Contract RECs hereunder.

(b) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization; (ii) it has the corporate, governmental and/or other legal capacity and authority to enter into this Agreement and to perform its obligations hereunder; (iii) such execution and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any governmental authority applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; (iv) except as otherwise provided in this Agreement, all governmental and other authorizations that are required to have been obtained or submitted by it with respect to this

Agreement have been obtained or submitted and are in full force and effect; (v) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law); (vi) it is a "forward contract merchant" within the meaning of United States Bankruptcy Code §101(26), and this Agreement and all transactions hereunder constitute "forward contracts" within the meaning of United States Bankruptcy Code §101(26); (vii) it is not relying upon any advice, reports, analyses, or representations of the other Party other than those expressly set forth in this Agreement; (viii) it has entered into this Agreement as principal and for its own account (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise), with a full understanding of, and the ability to assume, the material terms and risks of the same, and has made its trading and investment decisions (including regarding the suitability thereof) based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by the other Party and all transactions under this Agreement are entered into on an arm's-length basis; (ix) the other Party has not given to it any assurance or guarantee as to the expected financial performance or result of this Agreement.

(c) **Limitations of Liability.** SUBJECT TO SECTION 2.10, FOR BREACH OF ANY PROVISION OF THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND ALL OTHER REMEDIES OR DAMAGES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, IN TORT, CONTRACT OR OTHERWISE. This Section shall survive the expiration or termination of this Agreement.

(d) **Seller's Covenants.**

(i) Seller will offer 100% of the Windfarm's generation of energy into the NYISO with respect to each hour of the Generation Date.

(ii) During the Term, Seller shall promptly provide notice to Buyer of any material change or amendment to the NYSERDA Contract.

(iii) Seller shall, in accordance with Section 2.1, use Commercially Reasonable Efforts to qualify the Windfarm under the RPS-Massachusetts Class I and RPS-Rhode Island Class I.

(iv) Effective upon qualification of the Windfarm for the purposes of RPS--Class I, Seller shall retain and shall not otherwise commit, transfer or sell to NYISO, any other regional transmission organization or independent systems operator, or any other Person, Windfarm Capacity applicable to the Contract RECs Delivered hereunder.

(v) Seller shall use Commercially Reasonable Efforts to maintain qualification of the Windfarm under all of the Applicable Programs.

(vi) During the Term, Seller shall provide to Buyer the Imported Unit Energy Seller Certification as provided in the NEPOOL GIS Operating Rules, Appendix 2.7A, attached hereto as Exhibit A, as upon request from Buyer as required from time to time pursuant to the NEPOOL GIS Operating Rules.

2.13 Operation and Maintenance of the Windfarm.

(a) **Seller's Obligations with Respect to the Windfarm.** Seller will use Commercially Reasonable Efforts to operate and maintain the Windfarm in accordance with Applicable Law and Prudent Industry Practices. The Parties acknowledge and agree that Seller will have to perform normal maintenance on a routine basis, requiring planned outages and unplanned outages of some of the wind turbines comprising the Windfarm. Seller will use Commercially Reasonable Efforts to minimize the number and duration of any necessary outages.

(b) **Planned and Unplanned Maintenance Outages.** Seller shall provide notification of planned and unplanned maintenance outages that are equal to or greater than 10% of the Windfarm's nameplate rating for any hour. Seller shall provide Buyer with a schedule of any planned maintenance during the Delivery Term. Seller shall promptly notify Buyer of any changes to the planned maintenance schedule. In the event of an unplanned maintenance outage, Seller shall notify Buyer of the expected duration and impact on Facility production on the next Business Day.

(c) **Information.** Each Party will maintain complete and accurate records required for the purpose of proper administration of this Agreement in all material respects, including metering records, billing records, and such records (x) of Seller regarding ownership, management, control, operation and maintenance of the Windfarm and (y) of Buyer regarding submissions to the NEPOOL-GIS for proposed registration of the Contract RECs as NEPOOL RECs and to any Applicable Program in connection with the Contract RECs, in each case as may be required under this Agreement and Applicable Law and in accordance with Prudent Industry Practices. Each Party will, upon reasonable request of the other Party, provide the other Party with prompt reasonable access to records and data that relate to this Agreement or either Party's performance of its obligations hereunder. Such information shall be retained for a period of one (1) year following the expiration of this Agreement.

(d) **Maintenance Costs.** As between Seller and Buyer, Seller will be responsible for any and all costs, liabilities, claims and expenses related to the Windfarm, including with respect to the construction, maintenance, operation and decommissioning of the Windfarm, and any liability arising therefrom, including any environmental liability.

ARTICLE III

CREDIT AND COLLATERAL REQUIREMENTS

3.1 Seller Financial Information.

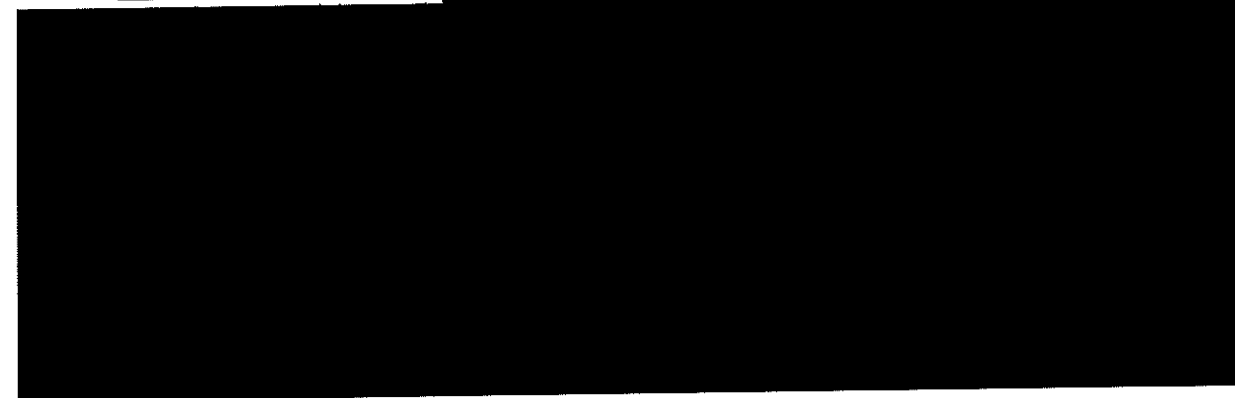
During the Term, Seller shall deliver to Buyer (i) within 120 days following the end of each fiscal year, a copy of Seller's annual report containing audited financial statements for such

fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of Seller's quarterly report containing unaudited financial statements for such fiscal quarter comprised of a balance sheet and income statement and certified by an officer of Seller. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements. Each of the audited and unaudited financial statements shall be accompanied by an officer's certificate of Seller stating that "the accompanying financial statements present fairly in all material respects the financial condition and results of operations on the dates and for the periods indicated in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes in the case of quarterly financial statements).

3.2 Buyer Financial Information.

During the Term, Buyer shall deliver to Seller (i) within 120 days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year for NextEra Energy, Inc. containing audited financial statements for Buyer Parent Guarantor, unless such financial statements are otherwise publicly available, and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of quarterly report containing unaudited consolidated financial statements for such fiscal quarter for NextEra Energy, Inc., containing audited financial statements for Buyer Parent Guarantor. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

3.3 Buyer Parent Guaranty.



The amount of Buyer's Performance Assurance shall be initially \$30,000 provided that during the Delivery Term Buyer may, upon reasonable advance notice to Seller, reduce the amount of Buyer's Performance Assurance to an amount that reflects Seller's Exposure to Buyer. Such notice shall include all information that was used to calculate Seller's Exposure to Buyer. As used herein, "Exposure" shall mean, as of any date during the Term, an amount equal to the

sum of (A) all amounts due to (-) or from (+) Buyer under this Agreement (invoiced, accrued, unbilled or otherwise) and (B) Seller's Termination Damages calculated in accordance with Section 4.2, determined by Buyer in good faith and in a commercially reasonable manner.

3.4 Credit Assurances; Designated Seller Performance Assurance.

(a) **Credit Assurances.** If Seller (the "Requesting Party") has reasonable grounds to believe that Buyer's (the "Posting Party") creditworthiness or performance under this Agreement has become unsatisfactory, Requesting Party will provide Posting Party with written notice requesting additional Performance Assurance in an amount determined by Requesting Party in a commercially reasonable manner. Upon receipt of such notice, Posting Party shall have three (3) Business Days to provide such Performance Assurance to Requesting Party. In the event that Posting Party fails to provide such Performance Assurance, or a guaranty or other credit assurance reasonably acceptable to Requesting Party within three (3) Business Days after receipt of notice, then an Event of Default under Article IV will be deemed to have occurred and Requesting Party will be entitled to the remedies set forth in Article IV of this Agreement.

(b) **Designated Buyer Performance Assurance.**

(i) Notwithstanding anything to the contrary in this Section 3.4, the following condition shall constitute the sole grounds for Seller to request Performance Assurance from Buyer during the period in which any such condition is applicable:

(A) Buyer shall have experienced an Event of Default or an event that with the passage of time or notice would constitute an Event of Default.

ARTICLE IV

DEFAULTS AND REMEDIES

4.1 Events of Default. The occurrence of any of the following with respect to a Party will constitute an "Event of Default" hereunder by such Party (the "Defaulting Party"):

(a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three Business Days after written notice;

(b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if not cured with 10 Business Days after written notice;

(c) the failure to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within 15 Business Days after written notice;

(d) such Party becomes Bankrupt;

(e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(f) with respect to the Buyer Parent Guarantor:

(i) if any representation or warranty made by the Buyer Parent Guarantor in connection with this Agreement or the Buyer Parent Guaranty is false or misleading in any material respect when made or when deemed made or repeated;

(ii) the failure of the Buyer Parent Guarantor to make any payment required or to perform any other material covenant or obligation under the Buyer Parent Guaranty and such failure is not remedied within three Business Days after written notice;

(iii) Buyer Parent Guarantor becomes Bankrupt;

(iv) the failure of the Buyer Parent Guaranty to be in full force and effect for purposes hereof (other than in accordance with its terms) prior to the satisfaction of all obligations of Buyer under this Agreement without the written consent of Seller; or

(v) Buyer Parent Guarantor repudiates, disaffirms, disclaims, or rejects or challenges, in whole or in part, the validity of the Buyer Parent Guaranty.

4.2 **Remedies; Calculation of Termination Damages.**

(a) **Remedies.** If an Event of Default with respect to a Party (the “Defaulting Party”) occurs at any time during the Term, the other Party (the “Non-Defaulting Party”) may (a) suspend performance of the Agreement, (b) withhold any payments due to the Defaulting Party under this Agreement, (c) liquidate and terminate this Agreement by providing the Defaulting Party a written termination notice (the “Termination Notice”) which shall be effective on the date (the “Termination Date”) set forth in the Termination Notice, provided such Termination Date shall be no more than twenty (20) Business Days after the date such Termination Notice is provided to the Defaulting Party.

(b) **Calculation of Termination Damages.** In the event of termination for an Event of Default, in addition to any amounts owed for performance (or failure to perform) hereunder prior to such termination, the Non-Defaulting Party shall calculate in a Commercially Reasonable Manner, without duplication, its direct damages resulting from such Event of Default (“Termination Damages”). Given the Unit Contingent nature of the Contract Quantity, the Non-Defaulting Party shall calculate, solely for purposes of determining such Termination Damages, a termination amount Contract Quantity as set forth in the “CGA Table” below multiplied by 5%, based on the remaining Delivery Term at the time of such termination (the “Termination Contract Quantity”). If the Seller is the Non-Defaulting Party, the Termination Damages shall be calculated as the positive difference, if any, between the Contract Unit Price and the Sales Price, multiplied by the Termination Contract Quantity. If the Buyer is the Non-Defaulting Party, the Termination Damages shall be calculated as the positive difference, if any, between the

Replacement Price and the Contract Unit Price, multiplied by the Termination Contract Quantity. As soon as practicable after a termination, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount owed to the Non-Defaulting Party (the “Termination Payment”). The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within five (5) Business Days after such notice is effective.

CGA Table

Contract Period	Cumulative Generation Amount (“CGA”)
First 12-month Period	Based on a projected 44,600 MWh of annual CGA
Second 12-month Period	Based on actual CGA matched to each corresponding month from the previous 12 months
Third 12-month Period	Based on average CGA matched to each corresponding month from the previous 24 months
Remainder of Delivery Term	Based on average CGA matched to each corresponding month from the previous 36 months

4.3 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party’s calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days after receipt of Non-Defaulting Party’s calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; and make payment of any undisputed portion of the Termination Payment. Payment of the disputed amount shall not be required until the dispute is resolved.

4.4 Overdue or Disputed Termination Payment. All overdue or disputed portions of the Termination Payment shall bear interest from, and including, the specified due date to, but excluding, the date of payment at a rate equal to the lesser of two percent (2%) over the “Prime Rate”, which shall be the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Wall Street Journal under “Money Rates”, or the maximum interest rate allowed by applicable law.

4.5 Limitation of Remedies, Liability and Damages. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the obligor’s liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, the obligor’s liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Unless expressly herein provided, neither party, including, without

limitation, any of its employees or agents, shall be liable for consequential, incidental, punitive, penal, exemplary or indirect damages, loss of clients, damages pursuant to third party contracts, lost profits or business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

ARTICLE V

MISCELLANEOUS

5.1 Assignment. This Agreement is not assignable by either Party, except as provided in this Section 5.1, without the prior written approval of the non-assigning Party, which shall not be unreasonably withheld or delayed. Subject to the terms of this Section, any assignment without the written approval of the non-assigning Party, except as provided herein, is voidable by the non-assigning Party. Either Party may assign this Agreement, without the consent of the other Party, (i) to an entity succeeding to all or substantially all of the business or assets of the assigning Party, or (ii) to an Affiliate of the assigning Party so long as, in the case of clause (ii), (A) the creditworthiness of such Affiliate is not materially weaker than that of the assigning Party immediately prior to the assignment or (B) the assigning Party provides a written guaranty of such Affiliate's obligations hereunder, in form and substance reasonably satisfactory to the nonassigning Party, from the assigning Party's ultimate parent entity or another Affiliate of assigning Party with creditworthiness reasonably acceptable to the non-assigning Party. Seller may, without the consent of Buyer, transfer, sell, pledge, encumber or assign or delegate this Agreement or the rights, accounts, revenues or proceeds hereof, including without limitation for security purposes in connection with any financing or other financial arrangements, and Buyer shall provide a written consent and acknowledgement to such assignment on terms and conditions that are customary for such transaction.

5.2 Confidentiality. The Parties are expressly authorized to disclose the existence of this Agreement, including the quantity and term of the sale of Contract RECs and Seller's name, location, fuel type, vintage, and a copy of any Green-e Attestation provided to Buyer by the Seller for Contract RECs Delivered. Unless otherwise provided, all other terms of this Agreement, including price and payment terms, are confidential and neither Party may disclose such confidential information to anyone, other than (i) as may be agreed to in writing by the Parties; (ii) to any of such Parties' members, shareholders, directors, officers and employees, and members, shareholders, directors, officers and employees of such Parties' Affiliates, or to their respective advisors who need to know such information and agree to treat such information confidentially; (iii) to the extent required to be disclosed by Applicable Law or legal process; (iv) to any actual or potential lender(s) providing financing to a Party or any of its Affiliates, as well as any Affiliates of such actual or potential lenders(s); (v) to any actual or potential investor in a Party or any of its Affiliates, or to any other potential acquirer of any direct or indirect ownership interest in a Party or any of its Affiliates; (vi) to any actual or potential tax equity investor(s), as

well as any Affiliates of such actual or potential tax equity investor(s), or (vii) to any advisor providing professional advice to any Party or any of its Affiliates in relation to any of the circumstances referenced in the preceding clauses (iv) through (vi). The Parties are entitled to all remedies available at law or in equity, including specific performance, to enforce this provision; however, neither Party will be liable for any damage suffered as a result of the use or disclosure of confidential information made in accordance with the express terms and conditions of this Agreement. This provision shall survive for a period of two years following the expiration or termination of this Agreement.

In the event that disclosure of Confidential Information is required by a governmental body or applicable law, the Party subject to such requirement may disclose such Confidential Information to the extent so required, but will promptly notify the other Party, prior to disclosure (if permitted by law), and will reasonably cooperate (consistent with the disclosing Party's reasonable interpretation of its legal obligations) with the other Party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party.

5.3 Amendment. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successors in interest. This Agreement inures to the benefit of, and is binding upon, the Parties and their respective successors and permitted assigns.

5.4 Counterparts. This Agreement may be executed in several counterparts, including facsimile or PDF files, each of which is an original and all of which constitute one and the same instrument.

5.5 Notices. All notices, requests, statements, payments, demands and other communications required or permitted to be made hereunder will be in writing and will be deemed duly given (i) as of the date of delivery if hand delivered against a signed receipt thereof, (ii) three Business Days after the date of mailing if sent by certified mail, return receipt requested, first class postage prepaid, (iii) one Business Day after being sent by nationally recognized overnight delivery service, (iv) upon confirmation of receipt by fax transmission, in each case to the persons and addresses noted below or to such other and different addresses as may be designated in writing by the Parties and delivered pursuant to this Paragraph.

To: NextEra Energy Power Marketing, LLC
Address: 700 Universe Blvd; Juno Beach FL 33408
Attention: Confirmation Desk
Phone: (561) 304-5940
Facsimile: (561) 625-7642

With additional notices of an Event of Default to:
Attention: General Counsel
Phone: 561-304-5295
Facsimile: 561-625-7504

To: Marsh Hill Energy LLC
One South Wacker Drive, Suite 1900

Chicago, Illinois 60606

Attention: VP Wind
Phone: 312-224-1400
Facsimile: 312-224-1444

With additional notices of an Event of Default or potential
Event of Default to:
Attention: General Counsel
Phone: 312-582-1465
Facsimile: 312-224-1444

with payments to Seller to be wire transferred in
immediately available funds to an account designated by
Seller.

5.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

5.7 Governing Law; Venue; Waiver of Jury Trial. This Agreement is governed by and construed in accordance with the laws of the State of New York (except for conflicts of law principles). The Parties hereto agree that venue in any and all actions and proceedings related to the subject matter of this agreement shall be in the United States District Court for Southern District of New York; in the event that jurisdiction for any matter cannot be established in such court, then jurisdiction for such matter shall be in the New York Supreme Court for the New York County. The foregoing courts shall have exclusive jurisdiction for such purposes, and the Parties hereto irrevocably submit to the exclusive jurisdiction of such courts and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Service of process may be made in any manner recognized by such courts. Each Party hereto irrevocably waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Agreement.

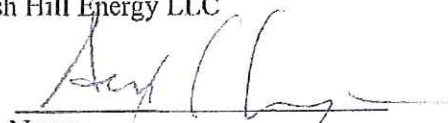
5.8 Delay. No delay or omission by a Party in the exercise of any right under this Agreement will be taken, construed, or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions herein are breached and thereafter waived by a Party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

5.9 Preparation and Headings. This Agreement was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party. The article and paragraph titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain, or affect any provision thereof.

[Signature page follows]

IN WITNESS THEREOF, the Parties hereto have made and executed this Agreement,
signed by their duly authorized offices or individuals, as of the Effective Date.

Marsh Hill Energy LLC

By: 
Name: **Alex C George**
Title: **Vice President**

NextEra Energy Power Marketing, LLC


By: 
Name: _____
Title: _____



EXHIBIT A
**NEW ENGLAND POWER POOL
GENERATION INFORMATION SYSTEM**
OPERATING RULES

Appendix 2.7A

Imported Unit Energy Seller Certification

_____ [a _____ [corporation] with its principal office in _____] [a person whose principal place of residence is _____] ("Seller") certifies to the Participants in the New England Power Pool that, other than the Sale (defined below), it has not retired, sold, claimed, represented as part of Energy sold elsewhere, or used to satisfy obligations in any jurisdiction outside of New England any of the fuel source, emission or labor attributes (the "Attributes") associated with the Imported Unit Energy it sold to _____, [a _____ [corporation] with its principal office in _____] [a person whose principal place of residence is _____] (the "Sale") . Seller further promises that it will not retire, sell or claim the Attributes, represent the Attributes as part of Energy sold or use the Attributes to satisfy obligations in another jurisdiction, other than in connection with the Sale.

Capitalized terms not otherwise defined herein have the meanings given to them in the Restated New England Power Pool Agreement or the New England Power Pool Generation Information System Operating Rules, each as amended and restated from time to time.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, this certification is true, correct and complete in all material respects.

[Seller]

By: _____
Name:
Title:
Date

EXHIBIT B

GREEN-E ATTESTATION FORM

I. Facility information

Name of Generation Facility ("Facility"): _____

Company or Person that Owns Facility ("Seller"): _____

Address of Facility: _____

North American Electricity Reliability Corporation (NERC) region in which Facility is located¹: _____

Facility ID Number²: _____ EIA or QF? (circle one) Nameplate Capacity (MW): _____

Date Facility was First Operational: ____/____/____ Date of Capacity Upgrade or Repowering³: ____/____/____

Contact Person: _____ Title: _____

Telephone: _____ Email Address: _____

II. Renewable Electricity or RECs⁴ supplied to Purchaser indicated below, by fuel type

List the renewable MWhs generated in each quarter and sold or transferred to purchaser identified below as a separate line item.

Fuel Type ⁵	# MWh RECs / Elec. Sold	

¹ If you are unsure of which region Facility is in, see <http://www.nerc.com/regional/>

² Enter Energy Information Administration (EIA) identification number for the generating facility; if no EIA number, enter the utility-assigned Qualifying Facility (QF) identification number.

³ If applicable. Repowered facilities must meet Green-e's criteria for repowering, available at http://www.green-e.org/docs/Repowering_Defin_and_Instructions.doc

⁴ Renewable Energy Certificates, which represent the renewable attributes of 1 MWh of renewable electricity generation.

⁵ If using biomass fuels, list out the specific type (i.e. landfill gas, wood waste, etc.) and fill in section IV below.

III. Declaration

I, (print name and title) _____, declare that the (indicate with "x") _____ electricity bundled with renewable attributes / _____ renewable attributes only⁶ listed above were sold exclusively from Seller to _____ ("Purchaser").

I further declare that:

- 1) all the renewable attributes (including CO₂ benefits), including any emissions offsets, reductions or claims, represented by the renewable electricity generation listed above were transferred to Purchaser;
- 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party other than Purchaser;
- 3) Seller sold the renewable attributes only once;
- 4) the renewable attributes or the electricity that was generated with the attributes was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by Seller, nor to the best of my knowledge, by any other entity other than Purchaser;⁷
- 5) the renewable electricity sold or electricity associated with the attributes sold was not used on-site for powering electric generation equipment (parasitic load);
- 6) if Purchaser is receiving electricity bundled with renewable attributes from Seller, the renewable electricity was delivered into the NERC region in which Facility is located;
- 7) if Facility is located in Canada, it is EcoLogo certified and was throughout the Period of Generation; and
- 8) the electricity that was generated with the attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by Seller, or, to the best of my knowledge, any other entity other than Purchaser.

Please indicate the following:

Is Facility owner reporting its direct greenhouse gas emissions in a legally binding cap and trade program for the time period of generation listed on this form?

- ☐ Yes;⁸ list the cap and trade program: _____
- ☐ No

If Seller is providing only RECs to Purchaser and selling the associated electricity to a utility or load-serving entity, please write the name of the utility or load-serving entity here: _____

- ☐ Check box if sale is part of a Qualifying Facility (QF) Facility

⁶ If selling renewable attributes to Purchaser without electricity, please fill in the name of the load serving entity buying the undifferentiated electricity, if applicable at the bottom of this page.

⁷ Renewable attributes used by Purchaser for any of the purposes listed in 4) are ineligible for Green-e certification.

⁸ In this case the renewable energy or RECs reported on this form may be ineligible for Green-e certification. For more information, contact Green-e Staff at 415-561-2100.

As an authorized agent of Seller, I attest that the above statements are true and correct.

Signature

Date

Place of Execution

This Form is used by the Center for Resource Solutions to verify the accuracy of claims made by retail marketers. The information on this form is held strictly confidential and will not be shared with any other party except in aggregate form.

EXHIBIT C

Conversion Transaction Form

**NEW YORK STATE PUBLIC SERVICE COMMISSION
CONVERSION TRANSACTION NOTIFICATION**

Name of Reporting Entity:
Name of Seller:
Name of Buyer:

Generating Station Name:

Fuel Type:

Amount of Energy Converted by Transaction: ____ MWh

Calendar Quarter:

Contact Person:

Phone Number:
E-mail Address:

EXHIBIT D

FORM OF PROJECTED GENERATION NOTICE

Projected Generation Notice

GENERATION DATE			WINDFARM
Month	Day	Hour Ending	Aggregate Projected Amount
12	1	1	20.0
12	1	2	20.0
12	1	3	27.0
12	1	4	29.0
12	1	5	34.0
12	1	6	38.0
12	1	7	33.0
12	1	8	31.0
12	1	9	30.0
12	1	10	25.0
12	1	11	24.0
12	1	12	27.0
12	1	13	21.0
12	1	14	23.0
12	1	15	23.0
12	1	16	18.0
12	1	17	18.0
12	1	18	30.0
12	1	19	15.0
12	1	20	6.0
12	1	21	14.0
12	1	22	16.0
12	1	23	12.0
12	1	24	13.0

EXHIBIT E

MONTHLY TRACKING ACCOUNT

FOR ILLUSTRATIVE PURPOSES ONLY

GENERATION DATE			SELLER'S FACILITY GENERATION				BUYER'S REC EXPORT to ISO-NE		CONTRACT RECS			
Month	Day	Hour Ending	Aggregate Projected Amount	Aggregate Generated Amount	Cumulative Generated Amount	Maximum Contract Quantity	c		d			e b - d max contract - cum delivered
							Day-Ahead Export Schedule	Actual Hourly Export	NEPOOL Certifiable RECs	Green-e Certifiable RECs	Cumulative Delivered Quantity	
12	1	1	20.0	16.0	16.0	0.8	3.0	3.0	3.0	0.0	3.0	(2.2)
12	1	2	20.0	16.0	32.0	1.6	3.0	3.0	3.0	0.0	6.0	(4.4)
12	1	3	27.0	21.6	53.6	2.7	3.0	3.0	3.0	0.0	9.0	(6.3)
12	1	4	29.0	23.2	76.8	3.8	3.0	3.0	3.0	0.0	12.0	(8.2)
12	1	5	34.0	27.2	104.0	5.2			0.0	0.0	12.0	(6.8)
12	1	6	38.0	30.4	134.4	6.7			0.0	0.0	12.0	(5.3)
12	1	7	33.0	26.4	160.8	8.0			0.0	0.0	12.0	(4.0)
12	1	8	31.0	24.8	185.6	9.3			0.0	0.0	12.0	(2.7)
12	1	9	30.0	24.0	209.6	10.5			0.0	0.0	12.0	(1.5)
12	1	10	25.0	20.0	229.6	11.5			0.0	0.0	12.0	(0.5)
12	1	11	24.0	19.2	248.8	12.4			0.0	0.0	12.0	0.4
12	1	12	27.0	21.6	270.4	13.5			0.0	0.0	12.0	1.5
12	1	13	21.0	16.8	287.2	14.4			0.0	0.0	12.0	2.4
12	1	14	23.0	18.4	305.6	15.3			0.0	0.0	12.0	3.3
12	1	15	23.0	18.4	324.0	16.2			0.0	0.0	12.0	4.2
12	1	16	18.0	14.4	338.4	16.9			0.0	0.0	12.0	4.9
12	1	17	18.0	14.4	352.8	17.6			0.0	0.0	12.0	5.6
12	1	18	30.0	24.0	376.8	18.8			0.0	0.0	12.0	6.8
12	1	19	15.0	12.0	388.8	19.4			0.0	0.0	12.0	7.4
12	1	20	6.0	4.8	393.6	19.7			0.0	0.0	12.0	7.7
12	1	21	14.0	11.2	404.8	20.2			0.0	0.0	12.0	8.2
12	1	22	16.0	12.8	417.6	20.9	3.0	3.0	3.0	0.0	15.0	5.9
12	1	23	12.0	9.6	427.2	21.4	3.0	3.0	3.0	0.0	18.0	3.4
12	1	24	13.0	10.4	437.6	21.9	3.0	3.0	3.0	0.0	21.0	0.9
Sample - END OF MONTH TOTAL			16,957.0	13,565.6	13,565.6	678.3	651.0	651.0	651.0	0.0	630.0	48.3

EXHIBIT F

FORM OF PRICE CONFIRMATION AGREEMENT

This Price Confirmation Agreement supplements, forms a part of, and is subject to the terms of the Purchase and Sale Agreement for Contract RECs dated as of December __, 2014, by and among Marsh Hill Energy LLC ("Seller"), and NextEra Energy Power Marketing, LLC ("Buyer").

Buyer and Seller hereby agree that the Contract Unit Price for the Cumulative Delivered Quantity of Contract RECs during the Delivery Term shall be as follows:

1/1/15 – 12/31/15	\$ _____	per Contract REC
1/1/16 – 12/31/16	\$ _____	per Contract REC
1/1/17 – 12/31/17	\$ _____	per Contract REC

Marsh Hill Energy LLC

NextEra Energy Power Marketing, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Appendix I
to Form of Price Confirmation Agreement

[Date]

Via Electronic Mail
Marsh Hill Energy, LLC

RE: Purchase and Sale Agreement for Contract RECs (the “Agreement”) dated
February __, 2014 by and _____ between Marsh Hill Energy LLC
(“Seller”) and NextEra Energy Power Marketing, LLC (“Buyer”)

To Whom It May Concern:

Pursuant to Section 2.2 of the Agreement, we hereby confirm that Buyer and Seller reached a verbal agreement for a discount of \$ _____ to be applied to the Broker Derived Price for the calendar year of 2015.

Please let us know within two (2) business days if you do not agree that we reached such verbal agreement.

Very truly yours,

NextEra Energy Power Marketing, LLC

By: _____

Name:

Title:

Appendix II

to Form of Price Confirmation Agreement

RPS-Connecticut Class I, RPS-New Hampshire Class I, RPS-Massachusetts Class I, and/or RPS-Rhode Island

Quarter RECs are Produced	NEPOOL Certification Deadline
1st Quarter 2015 (Jan, Feb, Mar)	July 15, 2015
2nd Quarter 2015 (Apr, May, June)	October 15, 2015
3rd Quarter 2015 (July, Aug, Sep)	January 15, 2016
4th Quarter 2015 (Oct, Nov, Dec)	April 15, 2016
1st Quarter 2016 (Jan, Feb, Mar)	July 15, 2016
2nd Quarter 2016 (Apr, May, June)	October 15, 2016
3rd Quarter 2016 (July, Aug, Sep)	January 15, 2017
4th Quarter 2016 (Oct, Nov, Dec)	April 15, 2017
1st Quarter 2017 (Jan, Feb, Mar)	July 15, 2017
2nd Quarter 2017 (Apr, May, June)	October 15, 2017
3rd Quarter 2017 (July, Aug, Sep)	January 15, 2018
4th Quarter 2017 (Oct, Nov, Dec)	April 15, 2018

EXHIBIT G

GUARANTY

THIS GUARANTY (this "Guaranty"), dated as of _____, 2014 (the "Effective Date"), is made by NEXTERA ENERGY CAPITAL HOLDINGS, INC. ("Guarantor"), in favor of Marsh Hill Energy LLC ("Counterparty").

RECITALS:

- A. WHEREAS, Counterparty and Guarantor's indirect, wholly-owned subsidiary NextEra Energy Power Marketing, LLC ("Obligor") have entered into, or concurrently herewith are entering into, that certain Purchase and Sale Agreement for Contract RECs dated as of _____, 2014 relating to the purchase and sale of renewable energy credits (such transactions, together with any master agreement, confirmations, instruments and other documents confirming or evidencing any such transaction between Obligor and Counterparty are hereinafter referred to as the "Agreements"); and
- B. WHEREAS, Guarantor will directly or indirectly benefit from the transactions between Obligor and Counterparty pursuant to the Agreement.

NOW THEREFORE, in consideration of the foregoing premises and as an inducement for Counterparty's execution, delivery and performance of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees for the benefit of Counterparty as follows:

* * *

1. GUARANTY. Subject to the terms and provisions hereof, Guarantor hereby absolutely and irrevocably guarantees the timely payment when due of all obligations owing by Obligor to Counterparty arising pursuant to the Agreement on or after the Effective Date (the "Obligations"). This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

- (a) Notwithstanding anything herein or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantor under this Guaranty, and the maximum recovery from Guarantor under this Guaranty, shall in no event exceed Ten Million U.S. Dollars (U.S. \$_____) (the "Maximum Recovery Amount").
- (b) The obligation and liability of Guarantor under this Guaranty is specifically limited to payments expressly required to be made under the Agreement, as well as costs of collection and enforcement of this Guaranty (including attorney's fees) to the extent reasonably and actually incurred by the Counterparty (subject in all instances, to the limitations imposed by the Maximum Recovery Amount as specified in Section 1(a))

above). In no event, however, shall Guarantor be liable for or obligated to pay any consequential, indirect, incidental, lost profit, special, exemplary, punitive, equitable or tort damages, unless expressly required to be made under the Agreement.

2. DEMANDS AND PAYMENT.

- (a) If Obligor fails to pay any Obligation to Counterparty when such Obligation is due and owing under the Agreement (an "**Overdue Obligation**"), Counterparty may present a written demand to Guarantor calling for Guarantor's payment of such Overdue Obligation pursuant to this Guaranty (a "**Payment Demand**").
- (b) Guarantor's obligation hereunder to pay any particular Overdue Obligation(s) to Counterparty is conditioned upon Guarantor's receipt of a Payment Demand from Counterparty satisfying the following requirements: (i) such Payment Demand must identify the specific Overdue Obligation(s) covered by such demand, the specific date(s) upon which such Overdue Obligation(s) became due and owing under the Agreement; (ii) such Payment Demand must be delivered to Guarantor in accordance with Section 2 below; and (iii) the specific Overdue Obligation(s) addressed by such Payment Demand must remain due and unpaid at the time of such delivery to Guarantor.
- (c) After issuing a Payment Demand in accordance with the requirements specified in Section 2(b) above, Counterparty shall not be required to issue any further notices or make any further demands with respect to the Overdue Obligation(s) specified in that Payment Demand, and Guarantor shall be required to make payment with respect to the Overdue Obligation(s) specified in that Payment Demand within five (5) Business Days after Guarantor receives such demand. As used herein, the term "**Business Day**" shall mean all weekdays (*i.e.*, Monday through Friday) other than any weekdays during which commercial banks or financial institutions are authorized to be closed to the public in the State of Florida or the State of New York.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

- (a) it is a corporation duly organized and validly existing under the laws of the State of Florida and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;
- (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and
- (c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as the enforceability thereof may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. RESERVATION OF CERTAIN DEFENSES. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement, except for defenses (if any) based upon the bankruptcy, insolvency, dissolution

or liquidation of Obligor or any lack of power or authority of Obligor to enter into and/or perform the Agreement.

5. **AMENDMENT OF GUARANTY.** No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

6. **WAIVERS AND CONSENTS.** Subject to and in accordance with the terms and provisions of this Guaranty:

- (a) Except as required in Section 2 above, Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) presentment and demand concerning the liabilities of Guarantor; and (iii) any right to require that any action or proceeding be brought against Obligor or any other person, or to require that Counterparty seek enforcement of any performance against Obligor or any other person, prior to any action against Guarantor under the terms hereof.
- (b) No delay by Counterparty in the exercise of (or failure by Counterparty to exercise) any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from its obligations hereunder (with the understanding, however, that the foregoing shall not be deemed to constitute a waiver by Guarantor of any rights or defenses which Guarantor may at any time have pursuant to or in connection with any applicable statutes of limitation).
- (c) Without notice to or the consent of Guarantor, and without impairing or releasing Guarantor's obligations under this Guaranty, Counterparty may: (i) change the manner, place or terms for payment of all or any of the Obligations (including renewals, extensions or other alterations of the Obligations); (ii) release Obligor or any person (other than Guarantor) from liability for payment of all or any of the Obligations; or (iii) receive, substitute, surrender, exchange or release any collateral or other security for any or all of the Obligations.

7. **REINSTATEMENT.** Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Counterparty as a result of the bankruptcy or insolvency of Obligor, all as though such payments had not been made.

8. **TERMINATION.** Guarantor may terminate this Guaranty by providing a written termination notice to Counterparty specifying the date upon which such termination will take effect (*provided* that no such termination shall take effect prior to 5:00 p.m. (Eastern Prevailing Time) on the fifth (5th) Business Day after the termination notice has been delivered to Counterparty in accordance with Section 9 hereof). Upon the effectiveness of such termination, Guarantor shall have no further liability hereunder, except as may pertain pursuant to the last sentence of this paragraph. No such termination shall affect Guarantor's liability with respect to any Obligations arising under any Transactions entered into prior to the time such termination is effective, which Obligations shall remain subject to this Guaranty.

Unless terminated earlier, this Guaranty and the Guarantor's obligations hereunder will terminate automatically and immediately upon the **second anniversary of the Effective**

Date/at 11:59:59 Eastern Prevailing Time _____, 2015; provided, however, that no such termination shall affect Guarantor's liability with respect to any Obligations arising under any Transactions entered into prior to the time the termination is effective, which Obligations shall remain subject to this Guaranty.

9. **NOTICE.** Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "Notice") by Counterparty to Guarantor, or by Guarantor to Counterparty, as applicable, shall be in writing and may be delivered either by (i) U.S. certified mail with postage prepaid and return receipt requested, or (ii) recognized nationwide courier service with delivery receipt requested, in either case to be delivered to the following address (or to such other U.S. address as may be specified via Notice provided by Guarantor or Counterparty, as applicable, to the other in accordance with the requirements of this Section 9):

<u>TO GUARANTOR:</u> *	<u>TO COUNTERPARTY:</u>
NextEra Energy Capital Holdings, Inc. 700 Universe Blvd. Juno Beach, Florida 33408 <u>Attn:</u> Treasurer	Marsh Hill Energy LLC One South Wacker Drive, Suite 1900 Chicago, Illinois 60606 <u>Attn:</u> VP Wind
[Tel: (561) 694-6204 -- for use in connection with courier deliveries]	[Tel: (312) 224-1400 -- for use in connection with courier deliveries]

* (NOTE: Copies of any Notices to Guarantor under this Guaranty shall also be sent via facsimile to ATTN: Contracts Group, Legal, Fax No. (561) 625-7504 and ATTN: Credit Department, Fax No. (561) 625-7642. However, such facsimile transmissions shall not be deemed effective for delivery purposes under this Guaranty.)

Any Notice given in accordance with this Section 9 will (i) if delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient on such date, and (ii) if not delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient at the start of the recipient's normal business hours on the next Business Day after such delivery.

10. **MISCELLANEOUS.**

- (a) This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws thereunder (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
- (b) This Guaranty shall be binding upon Guarantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its successors and permitted assigns. Guarantor may not assign this Guaranty in part or in whole without the prior written consent of Counterparty. Counterparty may not assign its rights or

benefits under this Guaranty in part or in whole without the prior written consent of Guarantor.

- (c) This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof.
- (d) The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronouns used herein shall be deemed to cover all genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).
- (e) Wherever possible, any provision in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- (f) This Guaranty shall terminate and supersede any existing guaranty with respect to the Purchase and Sale Agreement for Contract RECs dated December 13, 2012, between the Counterparty and Obligor; provided, that, any existing Transactions and concurrent guarantee Obligations shall not be terminated and shall be governed by this Guaranty effective upon execution. Counterparty agrees that any such prior guarantees are revoked and replaced by this Guaranty.
- (g) Counterparty (by its acceptance of this Guaranty) and Guarantor each hereby irrevocably:
 - (i) consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or if that court does not have subject matter jurisdiction, to the exclusive jurisdiction of the Supreme Court of the State of New York, New York County (without prejudice to the right of any party to remove to the United States District Court for the Southern District of New York) for the purposes of any suit, action or other proceeding arising out of this Guaranty or the subject matter hereof or any of the transactions contemplated hereby brought by Counterparty, Guarantor or their respective successors or assigns; and
 - (ii) waives (to the fullest extent permitted by applicable law) and agrees not to assert any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Guaranty or the subject matter hereof may not be enforced in or by such court.
- (h) COUNTERPARTY (BY ITS ACCEPTANCE OF THIS GUARANTY) AND GUARANTOR EACH HEREBY IRREVOCABLY, INTENTIONALLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON RELATING HERETO

OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO
GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY.

* * *

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on _____, 2013,
but it is effective as of the Effective Date.

NEXTERA ENERGY CAPITAL HOLDINGS,
INC.

By: _____

Name: _____

Title: _____

EXHIBIT H

FORM OF LETTER OF CREDIT

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT FORMAT

DATE OF ISSUANCE: _____

[Address]

Re: Credit No. _____

We hereby establish our Irrevocable Non-Transferable Standby Letter of Credit in your favor for the account of _____ (the "Account Party"), for the aggregate amount not exceeding _____ United States Dollars (\$ _____), available to you at sight upon demand at our counters at (Location) on or before the expiration hereof against presentation to us of the following statement, dated and signed by a representative of the Beneficiary:

"An [Event of Default] (as defined in the [INSERT NAME OF AGREEMENT] dated as of _____ between Beneficiary and Account Party, as the same may have been amended (the "Agreement")) has occurred and is continuing with respect to Account Party under the Agreement."; or

"An [Early Termination Date] (as defined in the [INSERT NAME OF AGREEMENT] dated as of _____ between Beneficiary and Account Party, as the same may have been amended (the "Agreement")) has occurred as a result of an [Event of Default] (as defined in the Agreement) and the Account Party has failed to make all payments due and owing to Beneficiary in accordance with the terms of the Agreement."

The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through the Issuing Bank referencing this Letter of Credit No. _____. Partial drawings are permitted hereunder.

This Letter of Credit shall expire _____ (____) days from the date of issuance, however, it is a condition of this Letter of Credit that it shall be automatically extended without amendment for additional _____ (____)-day periods from the present or each future expiration date, unless at least 90 days prior to any such date we send you written notification by registered mail (return receipt requested) or courier that we elect not to extend the Letter of Credit for any such additional period(s).

We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified.

With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking days following the date of its receipt of documents from the Beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform the Beneficiary thereof accordingly.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern.

In the event of an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit

will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

This Letter of Credit is not assignable or transferable. Any purported transfer or any purported assignment shall be void and of no force or effect.

This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank and the Account Party.

[BANK SIGNATURE]

**TOWN OF JASPER
WIND ENERGY FACILITY PERMIT**

Marsh Hill Wind Farm

APPLICANT: **Marsh Hill Energy LLC**
One South Wacker Drive, Suite 1900, Chicago, Illinois 60606

ISSUED: June 11, 2013

THIS WIND ENERGY FACILITY PERMIT is hereby GRANTED for the MARSH HILL WIND FARM to MARSH HILL ENERGY LLC for the Wind Energy Facility (as defined in Town of Jasper Local Law No. 2 of 2006 entitled "Wind Energy Facilities"), the location of which are set forth on the attached Exhibit A pursuant to a resolution of the Town Board on June 11, 2013, which determined that the requirements of the Wind Energy Facilities Law had been met and directed the issuance of a Wind Energy Facility Permit.

This WIND ENERGY FACILITY PERMIT is subject to the conditions attached as Exhibit B, which are attached hereto.

Dated: June 11, 2013

TOWN OF JASPER TOWN CLERK

Shirley L. Sears

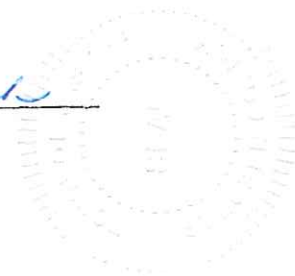


Exhibit A
Town of Jasper
Marsh Hill Energy LLC

Locations of WTG for Marsh Hill Wind Farm

WTG ID	Parcel ID	Parcel Owner
1	271.00-01-007.000	Phillip and Christine Marsh
2	271.00-01-009.000	Edwin and Melinda Van Skiver
3	271.00-01-013.000	Edwin and Melinda Van Skiver
4	271.00-01-013.000	Edwin and Melinda Van Skiver
5	271.00-01-018.000	Phillip and Christine Marsh
6	271.00-01-020.200	Allen Talbot
7	271.00-01-013.000	Edwin and Melinda Van Skiver
8	271.00-01-014.000	Frank Gross
9	271.00-01-015.000	Susan Tranchida
10	271.00-01-015.000	Susan Tranchida
11	271.00-01-008.000	Edwin and Melinda Van Skiver

Exhibit B
Town of Jasper
Marsh Hill Energy LLC

Conditions for Wind Energy Facility Permit

- A. MHE will implement the mitigation measures described in the Negative Declaration and EAF Part 3 issued by the Jasper Town Board on June 11, 2013.
- B. Setbacks and Noise.
 - 1. Wind turbines ("WTG") will be located a minimum of 1.1 times the WTG Total Height from boundaries of non-participating properties.
 - 2. WTG will be located a minimum of 1,000 feet from non-participating residences.
 - 3. The maximum sound power level emission of the WTG, as stated by the WTG manufacturer, shall be 107 dBA or less.
- C. WTG will have a maximum tip height of 479 feet and a maximum rotor diameter of 110 meters.
- D. MHE will enter into a road use agreement with the Town of Jasper approved by the Jasper Town Board on June 11, 2013.
- E. MHE shall comply with the Decommissioning Plan dated June 11, 2013.
- F. MHE shall implement the Complaint Resolution Procedure dated June 11, 2013.
- G. MHE shall conduct construction in accordance with a Stormwater Pollution Prevention Plan (SWPPP) that complies with the SPDES General Permit GP-02-01.
- H. MHE will retain an environmental monitor to ensure that environmental permit conditions are properly implemented during construction and restoration.
- I. If problems are encountered with physical interference between the wind turbines and a HAM site, MHE will take reasonable steps to mitigate the interference by either relocating or reconfiguring the HAM antennae at a cost not to exceed \$2,500.
- J. MHE will investigate complaints of television reception being affected by the project and will implement commercially reasonable resolutions to provide television access to affected homes.
- K. MHE will extend their escrow account agreement with the Town so that the Town may retain an engineer to ensure that construction and restoration of the Project are in compliance with the conditions of this permit, at a cost not to exceed \$8,000. The escrow cap may be renegotiated if mutually agreed between the Town and MHE.

[illegible]

RPS Class I Renewable Generation Units

Updated August 25 ,2016

Technology/Resource		Qualified (MW)	Qualified & Operational (MW)	Under Review (MW)	Operational Units Under Review (MW)
Anaerobic Digester		48.296	26.094	0.000	0.000
Biomass		205.455	205.455	0.000	0.000
Hydroelectric		62.851	62.851	0.176	0.176
Hydrokinetic		0.085	0.085	0.000	0.000
Landfill Gas		258.189	258.189	0.000	0.000
Solar Photovoltaic		164.830	134.989	0.000	0.000
Tidal		0.900	0.900	0.000	0.000
Wind		3,862.705	2,853.105	0.000	0.000

Type	MA RPS Number	NEPOOL GIS Asset ID	Plant - Unit	City/Town	State/ Province	Fuel / Resource / Technology	Nameplate Capacity MW ‡	Energy Output Qualification if not 100%*	Name of Aggregator (if applicable)	Independent Verifier	RPS Effective Date §	SQ Date
WD	1344-14	IMP41108	Orangeville Wind Farm	Warsaw	NY	Wind	94.4			N/A	1/1/2014	7/10/2014
WD	1390-15	IMP47317	Marsh Hill Wind Farm	Strykersville	NY	Wind	16.2			N/A	1/1/2015	7/9/2015

* In the Energy Output Qualification Column: If "After XXX MWh" is indicated, then XXX is the Historical Generation Rate of a pre-1998 Generation Unit qualified with a Vintage Waiver, pursuant to the provisions of 225 CMR 14.05(2) that had been effect when the Unit was

† Output from these plants will qualify as RPS Class 1 Renewable Generation -- and thereby generate RPS-qualified GIS certificates -- only when and if they meet the provisions at 225 CMR 14.05(5) that pertain to any Generation Unit that is located outside of the ISO-New

‡ Capacities listed as zero are behind the meter.

§ The earliest date on which generation can result in earning RECs at NEPOOL GIS. This is usually, but not necessarily, the Commercial Operation Date, which is the date the unit was interconnected with the electric grid.

MA CLASS 1 REC